



# भारत का राजपत्र The Gazette of India

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सं० 1] नई दिल्ली, शनिवार, जनवरी 4, 1986/पौष 14, 1907  
No. 1] NEW DELHI, SATURDAY, JANUARY 4, 1986/PAUSA 14, 1907

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह मूल संकलन के रूप में  
रखा जा सके  
Separate Faging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सार्वधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the  
Ministry of Defence)

कार्मिक और प्रशिक्षण, प्रशासनिक सुधार

और लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 20 दिसम्बर, 1985

का.प्र. 1—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन  
अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों  
का प्रयोग करते हुए, निम्नलिखित अपराधों को ऐसे अपराधों के रूप में  
चिह्नित करती है, जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापन द्वारा  
किया जाएगा, अर्थात् :—

स्वापक औषधि और मनःप्रभावी पदार्थ अधिनियम, 1985 (1985  
का 61) की धारा 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,  
26, 27, 28, 29, 30, और 32 के अधीन दण्डनीय अपराध।

[सं. 228/30/85-ए.पी.डी. (II)]

एम.एस. प्रसाद, प्रवर सचिव

MINISTRY OF PERSONNEL & TRAINING  
ADMINISTRATIVE REFORMS & PUBLIC GRIEVANCES  
& PENSION

(Department of Personnel & Training)

New Delhi, the 20th December, 1985

S.O. 1.—In exercise of the powers conferred by Sec-  
tion 3 of the Delhi Special Police Establishment Act, 1946  
(25 of 1946), the Central Government hereby specifies the  
following offences as the offences which are to be investigated  
by the Delhi Special Police Establishment, namely :—

Offences punishable under Sections 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 26, 27, 28, 29, 30, and 32 of the  
Narcotic Drugs and Psychotropic Substances Act,  
1985 (61 of 1985).

[No. 228/30/85-AVD-II]

M. S. PRASAD, Under Secy.

**विधि और न्याय मंत्रालय**

(विधि कार्य विभाग)

नई दिल्ली, 17 दिसम्बर, 1985

सूचना

का.आ. 1:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री के.वी. गिना प्रसाद एडवोकेट, अलसोर, बंगलूर-560008 ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बंगलूर शहर में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/43/85 8-न्या.]

एस. गुप्ता, सक्षम प्राधिकारी

MINISTRY OF LAW &amp; JUSTICE

(Department of Legal Affairs)

New Delhi, the 17th December, 1985

## NOTICE

S.O. 2.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri K. V. Siva Prasad, Advocate, Ulsoor, Bangalore-560008 for appointment as a Notary to practise in Bangalore City.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(43)/85-Jud1.]

S. GOOPTU, Competent Authority

**वित्त मंत्रालय**

(राजस्व विभाग)

आदेश

नई दिल्ली, 17 दिसम्बर, 1985

स्टाम्प

का.आ. 3:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा दि. कलकत्ता इलेक्ट्रिक सप्लाय कारपोरेशन (इंडिया) लिमिटेड को केवल सात लाख सत्तानवे हजार, दो सौ चालिस रुपये के उम समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति देती है जो उक्त कारपोरेशन द्वारा जारी किए जाने वाले दस करोड़ बासठ लाख, नव्यान्वये हजार, दो सौ रुपये के अंकित मूल्य के 10,62,992 ऋण-पत्रों पर (सौ-सौ रुपये के 15 प्रतिशत आरक्षित विमोच्य असम्परिवर्तनीय) स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 43/85-स्टाम्प—फा.सं. 33/61/85-वि.क.]

MINISTRY OF FINANCE

(Department of Revenue)

## ORDER

New Delhi, the 17th December, 1985

## STAMPS

S.O. 3.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits

the Calcutta Electric Supply Corporation (India) Limited to pay consolidated stamp duty of Seven lakhs, ninety-seven thousand, two hundred and forty-four rupees only, chargeable on account of the stamp duty on 10,62,992 (15 per cent Secured Redeemable Non-Convertible of Rs. 100 each) debentures of the face value of Ten crores, sixty two lakhs, ninety-nine thousand and two hundred rupees to be issued by the said corporation.

[No. 43/85-Stamp/F. No. 33/61/85-ST]

का.आ. 4:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 20 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, वित्त मंत्रालय (राजस्व विभाग) की दिनांक 29 जन, 1985 की अधिसूचना संख्या 25/85-स्टाम्प/फा.सं. 33/1/85-वि.क. (का.आ. सं. 2872) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा नीचे दी गई सारणी के स्तम्भ (3) में स्टाम्प शुल्क की संगणना के प्रयोजनार्थ इसी सारणी के स्तम्भ (2) में तदनुसूची प्रविष्टि में विनिर्दिष्ट विदेशी मुद्रा को भारतीय मुद्रा में सम्परिवर्तित करने के लिए विनियम की दर निर्धारित करती है:—

## सारणी

क्र.सं.	विदेशी मुद्रा	100 रु. के समतुल्य विदेशी मुद्रा की विनियम दर
1	2	3
1.	आस्ट्रेलियन डॉलर	155.1
2.	आस्ट्रेलियन डॉलर	11.655
3.	बेल्जियम फ्रैंक	448.5
4.	कनाडियन डॉलर	11.335
5.	डेनिश फ़ोर्नर	80.50
6.	डुखो मार्क	22.15
7.	डच गिल्डर	24.93
8.	फ्रैंक फ्रैंक	67.60
9.	हंग कांग डॉलर	64.80
10.	इटाली लीरा	14928.00
11.	जापानी येन	1797.00
12.	संयुक्त राज्य डॉलर	20.19
13.	नार्वेजियन फ़ोर्नर	65.95
14.	पॉन्ड स्टर्लिंग	5.9295
15.	स्वीडिश फ़ोर्नर	66.60
16.	स्विम फ्रैंक	10.130
17.	अमेरिकी डॉलर	8.275
18.	सिंगापुर	17.650

[सं. 44/85-स्टाम्प फा.सं. 33/1/85-वि.क.]  
वी० आर० मेहता, अधीक्षक सचिव

S.O. 4.—In exercise of the powers conferred by sub-section (2) of section 20 of the Indian Stamp Act, 1899 (2 of 1899) and in pursuance of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 25/85-Stamp-F. No. 33/1/85-ST (S.O. No. 2872), dated the 29th Jan., 1985, the Central Government hereby prescribes in column (3) of the Table below the rate of exchange

for the conversion of the foreign currencies specified in the corresponding entry in column (2) thereof into the currency of India for the purposes of calculating stamp duty:

TABLE

S.No	Foreign Currency	Rate of exchange of foreign currency equivalent to Rs. 100/
1.	Austrian Schillings	155.1
2.	Australian Dollars	11.655
3.	Belgian Francs	448.5
4.	Canadian Dollars	11.335
5.	Denish Kroners	00.50
6.	Deutsche Marks	22.15
7.	Dutch Guilders	24.93
8.	French Francs	67.60
9.	Hong Kong Dollars	64.80
10.	Italian Lira	14928.00
11.	Japanese Yen	1797.00
12.	Malaysian Dollars	20.19
13.	Norwegian Kroners	65.95
14.	Pound Sterling	5.9295
15.	Swedish Kroners	66.60
16.	Swiss Francs	18.130
17.	U.S.A. Dollars	8.275
18.	Singapore Dollars	17.050

[No. 44/85/Stamp/F. No. 33/1/85-ST]  
B.R. MEHMI, Under Secy.

नई दिल्ली, 31 अक्टूबर, 1985  
आय-कर

का.आ. 5.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संबंध में सभी पूर्ववर्ती अधिसूचनाओं का अधिलक्षण करते हुए, केन्द्रीय प्रत्यक्षकर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ 1 में विनिर्दिष्ट रेंजों के अपीलीय सहायक आयकर आयुक्त, आयकर से निर्धारित उन सभी व्यक्तियों और आय को छोड़कर जिन पर क्षेत्राधिकार आयकर आयुक्त (अपील) में निहित है, उक्त अनुसूची के स्तम्भ 2 की तत्संबंधी प्रविष्टि में विनिर्दिष्ट आयकर परिमंडलों, बोर्डों और जिलों में, आयकर से निर्धारित सभी व्यक्तियों और आय के संबंध में अपने कार्य करेंगे।

## अनुसूची

क्रम सं०	रेंज	आयकर परिमंडल/वार्ड और जिला
1	2	3
1.	अपीलीय सहायक आयकर आयुक्त, रेंज "क", जोधपुर	1. केन्द्रीय परिमंडल, जोधपुर 2. विशेष जांच परिमंडल, जोधपुर 3. पाली, सुमेरपुर, बलोतरा और नारमेड के सभी वार्ड। 4. भीलवाड़ा, बूह और नागौर के सभी वार्ड।
2.	अपीलीय सहायक आयकर आयुक्त रेंज "ख" जोधपुर।	1. आ०स०आ०आयुक्त, रेंज "क" के सामने उल्लिखित परिमंडलों को छोड़कर जोधपुर के सभी वार्ड। 2. जालौर के सभी वार्ड।

1	2	3
		3. संपदा शुल्क एवं आयकर परिमंडल, जोधपुर।
3.	अपीलीय सहायक आयकर आयुक्त उदयपुर रेंज, उदयपुर।	निम्नलिखित स्थानों के सभी वार्ड/परिमंडल : 1. उदयपुर 2. चित्तौड़गढ़ 3. सिराही 4. बंसवाड़ा 5. संपदा शुल्क एवं आयकर परिमंडल, उदयपुर।
4.	अपीलीय सहायक आयकर आयुक्त, बीकानेर रेंज, बीकानेर	निम्नलिखित स्थानों के सभी वार्ड/परिमंडल : 1. बीकानेर 2. श्री गंगानगर 3. हनुमानगढ़ 4. संपदा शुल्क एवं आयकर परिमंडल श्रीगंगानगर 5. संपदा शुल्क एवं आयकर परिमंडल, बीकानेर।

यतः कोई आयकर परिमंडल/वार्ड अथवा जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज में अंतरित कर दिया जाता है, उस परिमंडल, वार्ड अथवा जिले अथवा उसके किसी भाग में किए गए कर निर्धारणों से उत्पन्न होने वाले और इस अधिसूचना की तारीख से तत्काल पूर्व रेंज के उस अपीलीय सहायक आयुक्त के समक्ष विचाराधीन पड़ी अपीलों जिनके अधिकार क्षेत्र से उस परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित किया गया हो, इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपीलीय सहायक आयुक्त को अंतरित की जायेंगी और उसके द्वारा निपटाई जाएंगी, जिसके अधिकार क्षेत्र में उक्त परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित किया गया हो।

यह अधिसूचना दिनांक 1 नवम्बर, 1985 से लागू होगी।

[सं० 6480 (फा०सं० 261/17/85-आ०क० न्या०)]

सुरेन्द्र पाल अवर सचिव  
केन्द्रीय प्रत्यक्ष कर बोर्ड

## CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 31st October, 1985

## (INCOME-TAX)

S.O. 5.—In exercise of the powers conferred by sub-section (1) of section 22 of the Income-Tax Act, 1961 (43 of 1961) and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes, hereby directs that Appellate Assistant Commissioners of Income tax of the Ranges specified in Column 1 of the Schedule below shall perform their functions in respect of all persons and Income assessed to Income-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in Column (2) thereof excluding all persons and income assessed to Income-tax over which the Jurisdiction vests in Commissioner of Income-tax (Appeals).

## SCHEDULE

S.No.	Range	Income-tax Circles/Ward and Districts
1	2	3
1.	Appellate Assistant Commissioner of Income-tax 'A' Range, Jodhpur	1. Central Circle, Jodhpur. 2. Special Investigation Circle, Jodhpur. 3. All wards at Pali Sumerpur, Belotre and Barmer 4. All Ward at Bhilwara Churu and Nagaur.
2.	Appellate Assistant Commissioner of Income-tax, 'B' Range, Jodhpur	1. All Wards at Jodhpur except Circles mentioned against A&C Range, Jodhpur. 2. All Wards at Jalore. 3. Estate Duty-cum-Income-tax Circle, Jodhpur
3.	Appellate Assistant Commissioner of Income-tax, Udaipur Range, Udaipur	All Wards/Circles : 1. Udaipur 2. Chittorgarh 3. Sirchi 4. Banswara 5. Estate Duty-cum-Income-tax Circle at Udaipur.
4.	Appellate Assistant Commissioner of Income-tax, Bikaner Range, Bikaner	All Wards & Circles at : 1. Bikaner 2. Sriganganagar 3. Hanu, angarn 4. Estate Duty-cum-Income-tax Circles at Sriganganagar 5. Estates Duty-cum-Income-tax Circle at Bikaner.

Whereas the Income Tax Circle/Wards of Circle or part thereof stands transferred by this notification from one range to another Range, appeals arising out of assessments made in that Circle, Wards or Districts or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Range from whom that Income tax Circle, Ward or District or part thereof transferred shall from the date of this Notification take effect be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle Ward or District or a part thereof is transferred.

This Notification shall take effect from 18th November, 1985.

[No. 6480. F. No. 261/17/85- ITJ]

SURENDER PAUL, Under Secy.  
Central Board of Direct Taxes

केन्द्रीय उत्पादशुल्क समालोचक

इन्दौर, 18 नवम्बर, 1985

प्रतिपत्र सं. 12/85

का.प्र. 6.—प्रधान, केन्द्रीय उत्पाद-शुल्क के पद पर पदोन्नत होने पर श्री जे.पी. कौशल, निरीक्षक, केन्द्रीय उत्पाद-शुल्क (च.शे.) के

प्रधान, केन्द्रीय उत्पाद शुल्क, रेंज राजनांदगांव के पद पर विनांक 15-10-1985 के पूर्वाह्न से कार्यभार ग्रहण कर लिए हैं।

[फा.सं. II(3) 7-नोव/85/6604]

एम० व्ही० रामकृष्णन, समाहर्ता

## CENTRAL EXCISE COLLECTORATE

Indore, 18th November, 1985

## NOTIFICATION NO. 12/85

S.O. 6.—Consequent upon his promotion as Superintendent, Central Excise, Group 'B', Shri J. P. Kaushal, Inspector, Central Excise (S. G.) has assumed charge as Superintendent, Central Excise Range, Rajnandgaon on 15-10-1985 (F.N.).

[C. No. II(3)/7-Con./85/6604]

S. V. RAMAKRISHNAN, Collector

## वाणिज्य मंत्रालय

नई दिल्ली, 28 दिसम्बर, 1985

का.प्र. —केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और क्वायर् मैटिंस का निर्यात (निरीक्षण) नियम, 1972 को उन बातों के सिवाय अधिकृत करते हुए जिन्हें ऐसे अधिकरण से पहले किया गया है या करने का लोप किया गया है, निम्नलिखित नियम बनाती है, अर्थात्:—

1. संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम क्वायर् मैटिंस का निर्यात (निरीक्षण) नियम, 1985 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएँ:—इन नियमों में, जब तक कि संक्षेप से अभ्यर्थी अपेक्षित न हों:—

(क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है;

(ख) "अधिकरण" से अधिनियम की धारा 7 के अधीन स्थापित निर्यात निरीक्षण अधिकरणों में से कोई एक अधिकरण अभिप्रेत है;

(ग) "परिषद्" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद् अभिप्रेत है;

(घ) "क्वायर् मैटिंस" से बिजली करपा और लूकरधों पर विनिर्दिष्ट क्वायर् मैटिंस अभिप्रेत है; और इसके अन्तर्गत निम्नलिखित भी सम्मिलित हैं:—

(i) क्वायर् मैटिंस की वटाइयाँ;

(ii) क्वायर् मैटिंस के गलोचे;

(iii) क्वायर् मुरजोक;

(iv) कयर के कालीन (मलप्पी कालीन);

(v) कयर मैटिंस के अन्य कई प्रकार जो सब (i) से (ii) तक में सम्मिलित नहीं हैं।

3. निरीक्षण का आधार:—निर्यात के लिये प्राणयित क्वायर् मैटिंस का निरीक्षण इस दृष्टि से किया जायेगा कि क्वायर् मैटिंस अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यताप्राप्त विनिर्देशों के अनुरूप हैं (जिन्हें इसमें इसके पश्चात् मान्यताप्राप्त विनिर्देश कहा गया है)।

4. निरीक्षण की प्रक्रिया:—(1) क्वायर् मैटिंस का निर्यात करने का इच्छुक निर्यातकर्ता अपने ऐसा करने के आधार की सूचना लिखित रूप में निर्यात निरीक्षण अधिकरण के निकटतम कार्यालय को देगा।

(2) इस प्रयोजन के लिये प्रत्येक सूचना पोत लदान की आशयित तारीख से कम से कम बहत्तर घंटे पहले दी जायेगी।

(3) उपनियम (2) में निर्दिष्ट सूचना प्राप्त होने पर, अधिकरण नियमित निरीक्षण परिषद् द्वारा इस संबंध में समय-समय पर जारी किये गये अनुदेशों के अनुसार कयर मैटिंग्स के परेक्षण का इस दृष्टि से निरीक्षण करेगा कि वे मान्यताप्राप्त विनिर्देशों की अपेक्षाओं के अनुरूप हैं और निर्यात-कर्ता अधिकरण की सभी आवश्यक सुविधाएं देगा जिससे वह ऐसा निरीक्षण करने में समर्थ हो।

(4) अपना यह सत्याधान हो जाने पर कि कयर मैटिंग्स का परेक्षण मान्यताप्राप्त विनिर्देशों के अनुरूप है, अधिकरण, परेक्षण में पैकेजों की इस ढंग से सीलबन्ध करेगा जैसा कि परिषद् द्वारा विनिर्दिष्ट है, और उप नियम (1) के अधीन सूचना और परेक्षण के विवरण प्राप्त होने पर तीन (3) दिन के भीतर निर्यातकर्ता को यह घोषणा करते हुए प्रमाण-पत्र जारी करेगा कि परेक्षण इस संबंध में मान्यताप्राप्त विनिर्देशों की अनुरूपता में है ;

परन्तु जहाँ अधिकरण का ऐसा समाधान नहीं होता है, वहाँ वह उक्त तीन (3) दिन की अवधि के भीतर ऐसा प्रमाण-पत्र देने से इनकार कर देगा और ऐसे इनकार की सूचना उसके कार्यों सहित निर्यातकर्ता को देगा।

#### 5. निरीक्षण का स्थान :—

इन नियमों के अधीन प्रत्येक निरीक्षण या तो;

(क) उस परिसर पर किया जायेगा जहाँ निर्यातकर्ता कयर मैटिंग्स का परेक्षण निरीक्षण के लिये प्रस्तुत करता है, परन्तु यह तब जब कि इस प्रयोजन के लिये वहाँ पर्याप्त सुविधाएं विद्यमान हों, या

(ख) ऐसे अन्य स्थान पर किया जायेगा, जो इस प्रयोजन के लिये अधिकरण द्वारा विनिर्दिष्ट किया जाये;

#### 6. अपील :—

(1) नियम 4 के उपनियम (4) के अधीन प्रमाण-पत्र जारी करने के इन्कार से व्यथित कोई व्यक्ति ऐसे इन्कार की सूचना प्राप्त होने से बस दिन के भीतर केन्द्रीय सरकार द्वारा इस प्रयोजन के लिये नियुक्त विशेषज्ञों के पैनल को जिसमें पैनल की कुल संख्या में से कम से कम दो तिहाई सदस्य नगर सरकारी होंगे, अपील कर सकेगा।

(2) पैनल की गणपूर्ति तीन से होगी।

(3) अपील प्राप्त होने के पन्द्रह (15) दिन के भीतर निपटा दी जायेगी।

(4) ऐसी अपील पर पैनल का विनिश्चय अंतिम होगा।

#### 7. निरीक्षण फीस :—

कयर मैटिंग्स तथा कयर मैटिंग जटायों के लिये प्रति परेक्षण न्यूनतम 25/- रुपये के अधीन रहते हुए पोत लदान पूर्व मूल्य के 0.4 प्रतिशत की दर से तथा उत्पादन के दौरान क्वालिटी नियंत्रण प्रणाली के अन्तर्गत निरीक्षित परेक्षण के लिये पोत-पर्यन्त मूल्य के 0.2 प्रतिशत की दर से फीस दी जायेगी।

[सं. 6(2)/83-ई आर्द एंड ई पी]

पाद टिप्पण. —

का.भा. 1386 तारीख 3-6-1972

का.भा. 1425 तारीख 10-4-1982

का.भा. 755(क) तारीख 15-10-1985

## MINISTRY OF COMMERCE

New Delhi, the 28th December, 1985

S.O. 7.—In exercise of the powers conferred by Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) and in supersession of the Export of Coir Mattings (Inspection) Rules, 1972, except as respects things done or omitted to have been done before such supersession, the Central Government hereby makes the following rules, namely :—

1. Short title and Commencement.—(1) These rules may be called the Export of Coir Mattings (Inspection) Rules, 1985.

(2) They shall come into force on the date of their publication in the official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "Agency" means any one of the Export Inspection Agencies established under section 7 of the Act.

(c) "Council" means Export Inspection Council established under section 3 of the Act.

(d) "Coir Mattings" means Coir Mattings manufactured on powerloom as well as handloom and includes :

(i) Coir matting mats;

(ii) Coir Matting rugs;

(iii) Coir mourzooks;

(iv) Coir carpets (Alleppey Carpets);

(v) Any other type of Coir Matting, not included in item (ii) to (iv).

3. Basis of Inspection.—Inspection of Coir Mattings intended for export shall be carried out with a view to seeing that the Coir Mattings conform to the specifications recognised by the Central Government under section 6 of the Act (hereinafter referred to as the recognised specifications).

4. Procedure of Inspection.—(1) An exporter intending to export Coir Mattings shall give an intimation in writing of his intention so to do to the nearest office of the Export Inspection Agency.

(2) Every intimation for this purpose shall be given not less than three days before the expected date of shipment.

(3) On receipt of the intimation referred to in sub-rule (2), the Agency shall inspect the consignment of Coir Mattings in accordance with the instructions issued by the Export Inspection Council from time to time in this behalf with a view to seeing that the same complies with the requirements of the recognised specifications, and the exporter shall provide all necessary facilities to the Agency to enable it to carry out such inspection.

(4) After satisfying itself that the consignment of Coir Mattings conforms to the recognised specifications, the Agency shall immediately seal the packages in the consignment in a manner as specified by the Council and shall within three days of the receipt of the intimation and particulars of the consignment under sub-rule (1) issue a certificate to the exporter declaring that the consignment is in conformity with the recognised specifications in this regard.

Provided that where the Agency is not so satisfied, it shall within that said period of three days refuse to issue such certificate and communicate such refusal to the exporter along with the reasons thereof.

5. Place of Inspection.—Every inspection under these rules shall be carried out either :—

- (4) उत्पादन के दौरान, क्वालिटी नियंत्रण के अंतर्गत यूनिट को दिया गया अनुमानित विनिर्माण यूनिट का कम से कम सात दिन की सूचना देने के परभावत परिधि द्वारा इस बाबत

अधिकथित मानों के अनुसार अभिकरण द्वारा चापिस ले लिया जाएगा।

- (5) यूनिट जिसका अनुमोदन चापिस ले लिया गया है, दोषों में परिशीलन के पश्चात् पुनः अनुमोदन के लिए अभिकरण को नया आवेदन देगा।

#### 5. निरीक्षण की प्रक्रिया :—

(1) जूते तथा जूतों के संघटकों के परेपण का नियंत्रण करने का इच्छुक निर्यातकर्ता निरीक्षण के लिए अभिकरण को ऐसा करने के अपने आग्रह की सूचना लिखित में परेपण के भेजे जाने से चार दिन पूर्व प्रस्तुत करेगा ताकि अभिकरण परिसर द्वारा अधिकथित प्रक्रिया तथा नियम 3 के अनुसार परेपण का निरीक्षण कर सके।

(2) अभिकरण अपना यह समाधान कर लेने पर कि परेपण अधिकथित नियम की अपेक्षाओं तथा मानक विनिर्देशों के अनुरूप है तो वह सूचना प्राप्त होने के चार दिन के भीतर निर्यात के लिए निरीक्षण प्रमाण-पत्र जारी करेगा।

(3) परन्तु जहाँ अभिकरण का ऐसा समाधान नहीं हो पाता है तो वह उक्त चार दिन की अवधि के भीतर उसके कारणों सहित लिखित रूप में प्रमाण-पत्र जारी करने से इंकार कर देगा।

#### 6. निरीक्षण का स्थान :—

इन नियमों के अधीन प्रत्येक निरीक्षण निम्नलिखित परिमरों में किया जाएगा,

- (क) विनिर्माण यूनिट के परिसर पर, या
- (ख) उस परिसर पर जहाँ निरीक्षण के लिए माल प्रस्तुत किया गया हो परन्तु यह तब जब कि इस उद्देश्य के लिए वहाँ पर्याप्त सुविधाएं विद्यमान हों, या
- (ग) पोत सदान परतन पर।

#### 7. निरीक्षण फीस :—

न्यूनतम बीस रुपए के अधीन रखने हुए, निरीक्षण के लिए दिए गए प्रत्येक परेपण के पोत पर्यन्त निःशुल्क मूल्य के प्रत्येक सौ रुपए या उसके भाग के लिए पचास पैसे की दर में फीस निरीक्षण फीस के रूप में निर्यातकर्ता द्वारा अभिकरण को दी जाएगी।

#### 8. अपील :—

(1) नियम 5 के उपनियम (3) के अधीन अभिकरण द्वारा प्रमाण-पत्र जारी करने के इंकार से व्यक्ति कोई व्यक्ति ऐसे इंकार की सूचना प्राप्त होने के दस दिन के भीतर केन्द्रीय सरकार द्वारा दस प्रयोजन के लिए नियुक्त विशेषज्ञों के पैनल को जिसमें पैनल की कुल संख्या के कम से कम दो तिहाई सदस्य गैर सरकारी होंगे अपील कर सकेगा।

(2) पैनल की गणनीति तीन से होगी।

(3) अपील उसके प्राप्ति होने से प्रद्वह दिन के भीतर निपटा दी जाएगी।

[मिसिल सं. 6(3)/84-ई आई एण्ड ई की]

S.O. 8.—In exercise of the powers conferred by clause (d) of sub-section (2) of section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) and in supersession of the Export of Footwear (Inspection) Rules, 1967, published as notification No. S.O. 2385 dated the 17th July, 1967, except as respect things done or omitted to be

done before such supersession, the Central Government hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Export of Footwear and Footwear Components (Quality Control and Inspection) Rules, 1985.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definition.—In these rules, unless the context otherwise requires :—

- (a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);
- (b) "agency" means any one of the Export Inspection Agencies established under section 7 of the Act at Bombay, Calcutta, Cochin, Delhi and Madras;
- (c) "approved unit" means a manufacturing unit approved by the agency under rule 4 as having satisfied the requirements of inprocess quality control;
- (d) "consignmentwise inspection" means the process of determining whether a consignment of footwear and footwear components meant for export complies with the standard specifications, by inspection and testing by the agency in a manner as laid down by the Council;
- (e) "Council" means the Export Inspection Council established under section 3 of the Act;
- (f) "footwear" means any form of footwear made of material, or combination of materials such as leather, canvas, rubber, textiles, wood and synthetics, to protect and foot and to serve as costume in the form of sandal, shoe or boot and includes walking shoes, dress shoes, occasional footwear, sports footwear, occupational footwear, orthopaedic and surgical footwear;
- (g) "footwear components" means any fabricated or semi-fabricated component made of materials or combination of materials such as leather, canvas, rubber, textiles, wood or synthetics for use in the manufacture of footwear.
- (h) "inprocess quality control" means a system of quality control by which a manufacturing unit ensures that footwear and footwear components are manufactured or fabricated to conform to the standard specifications by exercising controls at different stages or purchase of materials and components, manufacture, inspection, preservation and packing, in a manner as laid down by the Council;
- (i) "periodic visit" means a visit made by officers of the agency to the approved unit at intervals to ensure compliance of the requirements of inprocess quality control in the unit; and
- (j) "spot-check" means an inspection by the agency of an export consignment offered by an inprocess quality control approved unit to ensure its conformity to the standard specifications in a manner as laid down by the Council.

3. Basis of inspection.—Inspection of footwear and footwear components intended for export shall be carried out with a view to seeing that the same conforms to the standard specifications recognised by the Central Government under section 6 of the Act,—

- (a) on the basis of inprocess quality control exercised by an approved unit in accordance with rule 4; or
- (b) on the basis of consignmentwise inspection; or
- (c) by both.

#### 4. Inprocess Quality Control :

- (i) Any manufacturing unit intending to export footwear and footwear components manufactured by it and having inprocess quality control shall apply

to the agency intimating therein its intention to seek approval under inprocess quality control.

(ii) The agency shall arrange to assess adequacy of inprocess quality control exercised by the manufacturing unit and if satisfied it shall declare the manufacturing unit as an approved unit.

(iii) For the purpose of satisfying itself that necessary inprocess quality control is continued to be maintained by the approved unit, the agency shall carryout periodic visits and spot checks.

(iv) The approval accorded to the unit under inprocess quality control may be withdrawn by the agency, as per norms laid down in this regard by the Council, after giving a notice to the manufacturing unit of minimum period of seven days.

(v) A unit, whose approval has been withdrawn, may after rectifying the deficiencies, make fresh application to the agency for fresh approval.

5. Procedure of inspection.—(1) An exporter intending to export a consignment of footwear or footwear components shall submit an intimation for inspection, in writing, to the agency of his intention so to do, not less than four days prior to the despatch of the consignment, to enable the agency to carryout inspection of the consignment as per rule 3 and the procedure laid down by the Council.

(2) The agency, on satisfying itself that the consignment conforms to the standard specifications and requirements of the Act, shall issue an inspection certificate for export within four days of receipt of the intimation.

(3) Where the agency is not so satisfied, it shall within the said period of four days, refuse, in writing to issue the certificate along with the reasons therefor.

6. Place of inspection.—Every inspection under these rules shall be carried out :

- at the premises of the manufacturing unit; or
- at the premises at which the goods are offered for inspection, provided adequate facilities for the purpose exist therein; or
- at the port of shipment.

7. Inspection fee.—A fee at the rate of fifty paise for every one hundred rupees or fraction thereof the f.o.b. value of each consignment offered for inspection subject to a minimum of rupees twenty shall be paid by the exporter to the agency as inspection fee.

8. Appeal.—(1) Any person aggrieved by the refusal of the agency to issue a certificate under sub rule (3) of rule 5, may within ten days of the receipt of communication of such refusal by him prefer an appeal to a panel of experts as may be appointed for the purpose, by the Central Government, consisting of non-officials of at least two-thirds of the total membership of the panel.

(2) The quorum for the panel shall be three.

(3) The appeal shall be disposed of by the panel within fifteen days of its receipt.

[File No. 6(3)/84-EI&EP]

का. प्रा. 9:—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स लुकास टीवी एम लिमिटेड पैडल मद्रास-600050 में विनिर्मित नीचे दिए गए आटो-मोबाइल के पुर्जों और संघटकों का निर्यात से पूर्व निरीक्षण करने के लिए

मैसर्स लुकास टीवी एम लिमिटेड, को, जिसका रजिस्ट्रीकृत कार्यालय, 37 माउंट रोड, मद्रास-600006 में है, 17 दिसम्बर, 1985 से तीन आर वर्ष की अवधि के लिए का. प्रा. 1484 तारीख 16 मई 1981 के अनुसार अधिसूचित शर्तों के रहते हुए, अधिकरण के रूप में मान्यता देती है।

- स्टार्टर मोटर
- डायनमो
- वोल्टता नियामक
- अग्रपंथि समंजन
- फ्लैशर यूनिट
- विस्तारक
- वाइपर समंजन
- विद्युत हॉर्न

[का० सं० 5 (3)/80-ई आई एंड ई पी]

S.O. 9.—In exercise of powers conferred by Sub-Section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 17th December, 1985, M/s. Lucas TVS Limited, having their registered office at 37, Mount Road, Madras-600006, as the agency for inspection of Automobile Spares and Components as given below manufactured at M/s. Lucas TVS Limited, Padl, Madras-600050, prior to export subject to the conditions notified vide S.O. 1484 dated 16th May, 1981.

1. Starter Motor
2. Dynamo
3. Voltage Regulator
4. Head Light Assembly
5. Flasher Unit
6. Distributor
7. Wiper Assembly
8. Electric Horn.

[F. No. 5(3)/80-EI&EP]

का. आ. 10:—भारत के निर्यात व्यापार के विकास के लिए क्वॉर मैट्रिम को नियति से पूर्ण क्वालिटी और निरीक्षण के अधीन लाने के लिए कतिपय प्रस्ताव निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम II के उपनियम (2) की अपेक्षानुसार भारत सरकार के वाणिज्य मंत्रालय के आदेश सं. का. आ. 2984 तारीख 29 जून, 1985 के अधीन भारत के राजपत्र भाग-II, खंड-3, उप-खंड (ii) तारीख 29 जून, 1985 में प्रकाशित किए गए थे ;

और उन सभी व्यक्तियों से जिनके उनसे प्रभावित होने की संभावना है, 12 अगस्त, 1985 तक आक्षेप और सुझाव मांगे गए थे ;

और उक्त राजपत्र की प्रतियां जनता को 31-7-1985 को उपलब्ध करा दी गयी थी ;

और उक्त प्रारूप पर जनता से प्राप्त आक्षेपों और सुझावों पर केन्द्रीय सरकार ने विचार कर लिया है ;

अतः अब, केन्द्रीय सरकार की निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निर्यात निरीक्षण परिपद से परामर्श करने के पश्चात यह राय होने पर कि उक्त उपनियम के अनुसरण के में और भारत सरकार के विदेश व्यापार मंत्रालय के आदेश सं. का. आ

1986 मारीच 3 त्त, 1972 तथा भारत सरकार के वाणिज्य मंत्रालय के आदेश में, का. वा. 1125, मारीच 10 अर्थात्, 1982 का उन दोनों के मित्राव अधिकार करने हुए, जिन्हें ऐसे अधिकार से पहले किया गया है या करने का लोप किया गया है, भारत के निर्गत व्यापार के विकास के लिए ऐसा करना आवश्यक और समीचीन है कि, अर्थात् :—

1. (1) अधिपूति करती है कि कयर मैटिंग नियमित से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे ;

(2) इस आदेश के उपाबंध में दिए गए कयर मैटिंग का नियमित (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1985 के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार की क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करती है जो नियमित से पूर्व ऐसे कार मैटिंग को लागू होगा ;

(3) निम्नलिखित का मान्यता देती है—

(क) राष्ट्रीय तथा अंतर्राष्ट्रीय मानकों की तथा भारतीय नियमित निरीक्षण परिषद द्वारा मान्यता प्राप्त अन्य निकायों के मानकों की ;

(ख) उत्पादों के आदेश की अनुसूची में विनिर्दिष्ट न्यूनतम विशिष्टताओं को पूरा करने के अधीन संविदात्मक विनिर्देशों की ;

(ग) उन विनिर्देशों की जो उपरोक्त खंड (क) और (ख) के अधीन नहीं आते हैं किन्तु जो कयर मैटिंग के लिए नियमित-कर्ता द्वारा सांख्यिक विनिर्देशों के रूप में घोषित ऐसे मानकों को परीक्षण तथा अनुमोदन के प्रयोजन के लिए नियमित निरीक्षण परिषद द्वारा नियुक्त विशेषज्ञों के द्वारा अनुमोदित हों।

(4) अंतर्राष्ट्रीय व्यापार के अनुक्रम में कयर मैटिंग के नियमित को तब तक प्रतिषिद्ध करती है जब तक कि उसके साथ नियमित (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन स्थापित नियमित निरीक्षण अधिकरणों में से किसी एक के द्वारा जारी किया गया इस आदेश का प्रमाण-पत्र न हो कि कयर मैटिंग उपधारा-3 के अन्तर्गत मान्यता प्राप्त विनिर्देशों के अनुरूप है और नियमित योग्य है।

2. इस आदेश की कोई भी बात भारी क्रेताओं को कयर मैटिंग के वास्तविक नमूनों के भूमि, समुद्र या वायु मार्ग द्वारा नियमित को लागू नहीं होगी।

3. परिभाषाएं :—

इस आदेश में, "कयर मैटिंग" से विज्ञप्ति करवा और हथकरघों पर विनिर्मित कयर मैटिंग अभिप्रेत है, और इसके अंतर्गत निम्नलिखित सम्मिलित है:—

(i) कयर मैटिंग की चटाईयां;

(ii) कयर मैटिंग के गलीचे ;

(iii) कयर के मुरजोक ;

(iv) कयर के कालीन (चलपी कालीन) ;

कयर मैटिंग के कोई अन्य प्रकार जो मव (i) में (ii) में सम्मिलित नहीं हैं ;

4. यह आदेश राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

अनुसूची

कयर मैटिंग के लिए विनिर्देश :—

1. साधारण प्रपेक्षाएं :

1.1 क्रेता और विक्रेता के बीच हुए करार के अनुसार कयर मैटिंग ब्लोच किए और ब्लोच न किए हुए कयर सूत से विनिर्मित किया कयर सूत से विनिर्मित किया जाएगा। सूत दो प्लाई होगा ;

1.2 कयर मैटिंग मजबूत और समान रूप से बनाया जाएगा।

1.3 कयर मैटिंग सादा, रंगा हुआ और स्टैसिल किया होगा या उसमें डिजाइन बुने हुए होंगे।

1.4 क्रेता और विक्रेता के बीच हुए करार के अनुसार कयर मैटिंग के गलीचे और मैटिंग की चटाईयां बनाई जा सकती हैं। ऐसी दशा में मैटिंग की चटाईयां या गलीचों के कटे हुए किनारों की या तो उचित सूती धागे से सिला जाएगा या जूट या जट रेक्सिन या चमड़े की पूरी (सादी, रंगीन या प्रलंबित) से बांधा जाएगा या उसके किनारे दोहरे किए जाएंगे और मैटिंग मैटिंग या गलीचे के अंदर अंतर्प्रयित किए जाएंगे या किनारों पर खड़ या सरसे लगाया जाएगा या खड़/खड काटकर का घस्तरण लगाया जाएगा।

1.5 क्रेता और विक्रेता के बीच हुए करार के अनुसार कयर मुरजोक तथा चलपी कालीन विशिष्ट परिमाणों में बनाए जाएंगे। कटे हुए किनारे (वैकल्पिक) दोहरे किए जाएंगे तथा कालीन में अंतर्प्रयित किए जाएंगे।

1.6 कयर मैटिंग लकड़ या अन्य बाह्य सामग्री के साथ सादा नहीं जाएगा।

2. विनिर्दिष्ट प्रपेक्षाएं :—

2.1 विशेष क्वालिटी संख्या की कयर मैटिंग अनुसूची में दिए गए उसके लिए विशेष क्वालिटी की संख्यांक की प्रपेक्षाओं को पूरा करेंगे या इस प्रयोजन के लिए नियुक्त विशेषज्ञों के पैनल द्वारा बनाए गए और इस आदेश के अधीन मान्यता प्राप्त विनिर्देशों के अनुसार होंगे।

2.2 संरचना :—विशेष क्वालिटी संख्यांक की कयर मैटिंग सारणी में दिए गए उस क्वालिटी संख्यांक संरचनात्मक विवरण के अनुरूप होंगी या इस प्रयोजन के लिए नियुक्त विशेषज्ञों के पैनल द्वारा बनाए गए और इस आदेश के अधीन मान्यता प्राप्त विनिर्देशों के अनुसार होंगी।

2.3 गिरे और पिक :—कयर मैटिंग के सिरों की न्यूनतम संख्या तथा प्रति डेसीमीटर पिकों की संख्या सारणी में दी गयी प्रपेक्षाओं के अनुसार होगी या इस प्रयोजन के लिए नियुक्त विशेषज्ञों के पैनल द्वारा बनाए गए और इस आदेश के अधीन मान्यता प्राप्त विनिर्देशों के अनुसार होंगी।

2.4 भार :—प्रति वर्ग मीटर भार वह होगा जो नोचें सारणी में विनिर्दिष्ट किया गया है या इस प्रयोजन के लिए नियुक्त विशेषज्ञों के पैनल द्वारा बनाए गए और इस आदेश के अंतर्गत मान्यता प्राप्त विनिर्देशों के अनुसार होगा।

2.5 विमाण :—कयर मैटिंग की विमाण क्रेता और विक्रेता के बीच हुए करार के अनुसार नियमित संविदा में विनिर्दिष्ट के अनुसार होंगी।

2.6 सिरों, बाने, भार विमाणों के संबंध में अनुज्ञेय सहायक वह होंगे जो सारणी में दी गयी है।

3. पैकिंग :

3.1 कयर मैटिंग के पैकिंग क्रेता और विक्रेता के बीच हुए करार के अनुसार होंगी। पैकेज कम से कम 217 ग्राम प्रतिमीटर (7 औंस प्रति गज) वाले नए हैसियन में लपेटे जाएंगे।

3.2 प्रत्येक पैकेज पर निम्नलिखित विवरण लिखा जाएगा,  
अर्थात्:—

- (क) अधिसूचित क्वालिटी संख्यांक और ब्रांड का नाम;  
(ख) आकार;

- (ग) पैकेज में टुकड़ों की संख्या;  
(घ) निर्यातकर्ता/विदेशी नेता का कोड/नाम, यदि कोई हो;  
(ङ) पैकेजों की कम संख्या;  
(च) कुल भार;  
(छ) पोत सदान चिह्न।

#### सारणी I

हथकरघा मैटिंग-बो ट्रेडिज की सादा बुनाई

(क) सामान्य विशेषताएँ:—प्रत्येक जाना घागा ताने, घाग के ऊपर तथा नीचे से बारी-बारी से निकाला जाता है, अर्थात् जब आड़े सिरे ऊपर की ओर होंगे तो समान सिरे नीचे भी ओर होंगे तथा इसका विपर्यय होगा। मैटिंग के दोनों सिरे एक जैसा प्रदर्शन करेंगे तथा इसलिए मैटिंग दोनों तरफ से प्रयोग की जा सकती है।

(ख) संरचनात्मक व्योरे:

क्वालिटी संख्या	सूत की क्वालिटी	ताना		सूत की क्वालिटी	बाना	
		लगभग स्कोरेज	सिरे/डेसो मी० ग्यूनतम		ग्यूनतम प्रति भार कि०ग्राम मीटर <sup>2</sup> डेसो मी० पिक	
एम 2ए2	एजेंगों ए	14	31	वाइकोम/बीच	11	1.55
एम 2ए4	एजेंगों ए	12	27	वाइकोम/बीच	9	1.70
एम 2आर3	आर्टेरी	13	29	वाइकोम/बीच	10	1.55
एम 2बी3	वाइकोम	12	27	बीच	9	1.53
एम 2बी2	बीच	9	20	बीच	9	1.40
एस 2एम3	वाइकोम	11	22	वाइकोम/बीच	9	1.35
एस 2एम10	वाइकोम पतला	—	36	वाइकोम पतला	12	1.10
(2 × 1)						

#### सारणी II

बो ट्रेडिज का टोगरी बुनाई

(क) सामान्य विशेषताएँ:—दो ट्रेडिज की सादा बुनाई के समान होंगी लेकिन ऊपर सूत के दो या अधिक घागे ताने और बाने के अनुसार एक साथ बुने जाएंगे। इससे वस्तु में घागे और बीक (टाइल) का डिजाइन बताना है। मैटिंग दोनों तरफ से प्रयोग की जा सकती है।

(ख) संरचनात्मक व्योरे: (3 × 3, 3 × 2, 2 × 2)

क्वालिटी संख्या	घागे की क्वालिटी	ताना		सूत की क्वालिटी	बाना	
		लगभग स्कोरेज	सिरे/डेसो मी० ग्यूनतम		सिरे/डेसो मी०	प्रार कि०ग्राम मीटर <sup>2</sup>
1	2	3	4	5	6	7
एम 2बी.ए3	एजेंगों ए	13	26	एजेंगों ए/आर्टेरी	16	1.82
एम 2बी.आर3	आर्टेरी	13	26	आर्टेरी	16	1.50
एम 2बी.बी3	वाइकोम	12	24	वाइकोम	13	1.53
एस 2बी.एम1	एजेंगों ए	16	34	एजेंगों ए	17	1.62
एस 2बी.एम3	एजेंगों एम	12	25	एजेंगों एम	12	2.62
एस 2बी.एम7	बन लैडी	10	20	बन लैडी	15	2.80
	(4 × 4 बुनाई)					

## सारणी III

रबड़ की अक्षर लगी मैटिंग

1	2	3	4	5	6	7
एस 2आरबी	आर्टेरो	15/16	24/25	वाइकोम	12	12.9
साने के बीच में दो लड़ियाँ जोड़ी जाएंगी						

जालीदार बटाईयाँ :

(क) सामान्य विशेषताएं: इस मैटिंग की बुनाई दो ट्रेडिंग की बुनाई की तरह होगी। इस अक्षर के साथ तिन गाने वाले बान का लड़ियों को कुछ दूरी पर इस अवस्था में रखा जाएगा कि जाली बन जाए।

(ख) संरचनात्मक व्योरे:

1	2	3	4	5	6	7
एच 2एम 2	बीच	9	8	बीच	7	0.70
एच 2एम 4	एजेंगी ए	12	19*	आर्टेरो	11	1.40
एच 2एम 6	वाइकोम	12	46	वाइकोम	40	0.40
प्रति मीटर				प्रति मीटर		

\* (तीन) 3 लड़ियों के समूह में।

## सारणी IV

तीन ट्रेडिंग बुनाई

(क) सामान्य विशेषताएं: यह बुनाई दो ट्रेडिंग की बुनाई से मोटा और अच्छा दिखने वाला मैटिंग के लिए उपयुक्त होगी है। इस प्रकार की बुनाई तिरछा या लहरदार डिजाइन प्रस्तुत करती है। ट्रिबल लाइनें फैब्रिक के केवल एक तरफ बनाई जायेंगी। अतः मैटिंग दोनों ओर से प्रयोग नहीं का जा सकता।

(ख) संरचनात्मक व्योरे:

1	2	3	4	5	6	7
एम 3ए 3	एजेंगी ए	14	31	वाइकोम/बीच	11	1.68
एम 3ए 5	एजेंगी ए	12	27	वाइकोम/बीच	10	1.32
एम 3आर 3	आर्टेरो	14	31	वाइकोम/बीच	11	1.60
एम 3बी 3	वाइकोम	12	27	वाइकोम/बीच	9	1.52
एम 3बी 1	बीच	10	22	बीच	9	1.40
एस 3एम 1	एजेंगी ए	16	40	वाइकोम/अलगाव	11	2.00
एस 3एम 4	एजेंगी ए	15	31	वाइकोम/बीच	11	1.52
एस 3एम 9	एजेंगी 1/2 1/2	13 } 17 }	36	एजेंगी ए	19	1.90

## सारणी V

चार ट्रेडिंग बुनाई

(क) सामान्य विशेषताएं: यह देखने में अधिक अलंकृत है तथा दोनों तरफ से प्रयोग में लाई जा सकती है और नहीं लाई जा सकती है। यह बुनाई ट्रिबल, डायमंड आदि जैसे नमूनों के प्रयोग में उच्च क्वालिटी का मैटिंग के लिए प्रयुक्त की जाती है।

संरचनात्मक व्योरे :

1	2	3	4	5	6	7
एम 4ए 2	एजेंगी ए	14	31	वाइकोम	13	1.75
एम 4ए 4	एजेंगी ए	12	27	वाइकोम	13	1.90
एम 4आर 2	आर्टेरो	14	31	वाइकोम	13	1.68
एम 4आर 4	आर्टेरो	12	27	वाइकोम	13	1.82
एम 4एम 4	एजेंगी ए	13	32	वाइकोम	15	2.13
एस 4एम 13	वेपोर	6	14	वेपोर	7	2.80
एस 4एम 17	क्वालेडी	9	30	क्वालेडी	9	2.62
एस 4एम 22	वाइकोम पतला	20	40	वाइकोम	16	1.35

## सारणी VI

विशेष रीड मैटिंग :

(क) सामान्य विशेषताएं : इस प्रकार की मैटिंग यह दर्शाती है कि तारों की लड़ियों के ओढ़े साथ-साथ काम करते हुए स्प्रोजर रीडिंग पर यह सुनिश्चित करते हुए बुने जाते हैं कि तारों का विवरण एक बार बिना एक दूसरे के ऊपर चढ़ा हुआ हो।

(ख) संरचनात्मक व्योरे :

1	2	3	4	5	6	7
एसआर 4एम1	आर्टेरी	15	26	बाइकोम	18	1.40

## बहु शाफ्ट मैटिंग

(क) सामान्य विशेषताएं : इस प्रकार की मैटिंग में सामान्यतः ऐसे डिजाइन होते हैं जिसमें चार शाफ्ट बुनाई से अधिक की अपेक्षा होती है। क्रम पर बुनी गयी अधिक सुन्दर डिजाइनों की डोबी तथा जेकरड रोडिंग तकनीकियों से पैदा मैटिंग को इस श्रेणी के अंतर्गत लाया गया है।

(ख) संरचनात्मक व्योरे :

1	2	3	4	5	6	7
एसओएम 1	एजेंगो ए	12	30	बाइकोम	14	.00
एसओएम 2	एजेंगो ए	14	26	एजेंगो ए	18	.00

## सारणी VII

## रिबेड मैटिंग

(क) सामान्य विशेषताएं : संरचना में मैटिंग दो ट्रेडिज बुनाई को है परन्तु रिबेड का प्रभाव मजह पर पड़ सकता है ये साधारण सादा बुनी मैटिंग की अपेक्षाकृत भारी तथा घनी होती है :

(ख) संरचनात्मक व्योरे :

तारा					बाना						
क्वालिटी सं.	डोसा	सकत		अनुपात सिरे					न्यूनतम डे.मी. विक्र	भार/कि. ग्राम में	
	घागे की क्वालिटी	अनुमो- वित गणना	घागे की क्वालिटी	अनुमो- वित गणना	डोसा	सकत	डोसा	सकत			सूत की क्वालिटी
1	2	3	4	5	6	7	8	9	10	11	12
एस के 1	एजेंगो ए	15	एजेंगो ए	17	2	1	20	10	आर्टेरी	20	2.33
एस के 3	बाइकोम	11	बाइकोम	13	1	2	9	18	बाइकोम	20	2.44
एस के 7	बाइकोम	11	बाइकोम	13	1	2	8	16	बाइकोम	16	1.83
एस के 8	आर्टेरी	12	बाइकोम	14	2	1	16	8	बाइकोम	18	2.14
एस के 18	बाइकोम	12	एजेंगो ए	14	2	1	20	10	एजेंगो ए	13	1.00
एस के 19	एजेंगो ए	15	एजेंगो ए	16	1	2	9	18	एजेंगो ए	22	2.20
एस के 25	कर्वलैडी	9	एजेंगो ए	14	2	1	14	7	जेपोर	10	4.10
एस के 36	एजेंगो ए	13	एजेंगो ए	13	2	1	18	9	कर्वलैडी	16	3.20

## सारणी VIII

बिजली करघे से बनी :

(क) सामान्य विशेषताएं : दो शाफ्ट, तीन शाफ्ट, चार शाफ्ट, और बहु शाफ्ट बुनाई से मैटिंग बिजली करघे पर भी बुनाई जाता है। यह ईंधन की मैटिंग के मुकाबले अधिक घनी होती है।

(ख) संरचनात्मक व्योरे :

दो ट्रेडिज की सादा बुनाई

1	2	3	4	5	6	7
पी 2 ए 1	एजेंगो ए	13	28	बाइकोम	13	1.70
पी 2 ए 2	कर्वलैडी/अष्टमूडी	10	22	बाइकोम	10	2.00
पी 2 ए 3	-वह-	9	16	बाइकोम	7	1.80

1	2	3	4	5	6	7
पॉ. ए. 4 (1 × 2)	स्व.सं.सं.	9	21	वाइकोम	17	2.40
पॉ. ए. 6	एजेंसी ए	15/16	42	एजेंसी ए	11	1.70
दो ट्रेडिंग टोकरी की बुनाई :						
पॉ. बी. ए. 3 (2 × 2)	एजेंसी ए	14	31	एजेंसी ए/आर्टरी	18	2.20
पॉ. बी. ए. 6 (2 × 2)	एजेंसी ए	14	43	एजेंसी ए/आर्टरी	16	2.00
पॉ. बी. ए. 4	एजेंसी ए	13	28	एजेंसी ए/थल डोसा	14	1.80
पॉ. बी. ए. 6 (1 × 2)	एजेंसी ए	15	36	एजेंसी ए (16 स्कोर)	18	1.80
तीस ट्रेडिंग बुनाई :						
पॉ. ए. 1	एजेंसी ए	13	23	वाइकोम	14	1.80
पॉ. ए. 3	1/2 एजेंसी ए (18 स्कोर) 1/2 2 प्लाई अलाई पतला	18	42	एजेंसी ए (13 स्कोर)	24	1.85

## चार ट्रेडिंग बुनाई :

## सारणी IX

1	2	3	4	5	6	7
पॉ. ए. 3	एजेंसी ए	14	32	वाइकोम/आर्टरी	17	2.20
पॉ. ए. 3	एजेंसी ए	14	28	वाइकोम/आर्टरी	16	2.00
पॉ. ए. 4	2/3 एजेंसी एम/ मगावन के 1/3 सं.सल	13	26	वाइकोम	17	1.96
पॉ. ए. 6	2/3 एजेंसी एम/ मगावन के 1/3 सं.सल	13	25	वाइकोम	16	1.80
पॉ. ए. 7	एजेंसी ए	12	23	वाइकोम	14	1.80
पॉ. ए. 10	एजेंसी एम	12	27	वाइकोम	14	2.20
पॉ. ए. 11	स्व.सं.सं.	9	10	एजेंसी ए	16	2.10
पॉ. ए. 13	एजेंसी ए स्व.सं.सं.	13	11	आर्टरी	13	2.10
बहु शाफ्ट बुनाई :						
पॉ. ओ. ए. 1	एजेंसी ए	15	32	वाइकोम	18	2.20
पॉ. ओ. ए. 3	एजेंसी ए	15	32	वाइकोम	13	2.10

## रिवेड मॉडल :

ताना					बाना						
डोसा	संज्ञ	अनुपात	डोसा	संज्ञ	डोसा	संज्ञ	डोसा	संज्ञ	डोसा	संज्ञ	डोसा
क्यालिटा संख्या	घागे का क्यालिटा	समय का स्कोर	सूत का क्यालिटा	समय का स्कोर	डोसा	संज्ञ	डोसा	संज्ञ	घागे का क्यालिटा	न्यूनतम गार्ड डे.मा.	भार कि. ग्राम. मा. 2
पॉ.के.एम. 1	मगावन के	12	मगावन के	13	1	1	10	10	वाइकोम	14	2.00
पॉ.के.एम. 3	एजेंसी ए	14	एजेंसी ए	15	2	1	18	9	एजेंसी ए/आर्टरी	16	2.10
पॉ.के.एम. 4	मगावन के	12	मगावन के	13	1	1	14	12	आर्टरी	13	1.80
पॉ.के.एम. 6	एजेंसी ए	13	एजेंसी ए	14	1	1	15	15	वाच	16	2.20
पॉ.के.एम. 8	एजेंसी ए	16	सासल	—	2	1	22	11	सासल	18	2.00
पॉ.के.एम. 12	एजेंसी ए	18	अलाई पतला	—	1	1	22	22	अलाई पतला	36	1.85
पॉ.के.एम. 13	एजेंसी एम	12	2 प्लाई	—	2	1	20	10	सासल 330 एमएस/कि.ग्र.	20	3.20
			मोसल 330 एमएस/कि.ग्र.								
पॉ.के.एम. 14	एजेंसी ए	18	5 प्लाई जूट	—	1	1	22	22	2 प्लाई जूट	36	1.85

## सारणी X

## कयर मुरजोक

(क) सामान्य विशेषताएँ : ताने धागों का पूर्णरूप से छिपाते हुए फैब्रिक के दोनों तरफ कयर मुरजोक तथा कयर कालोन (अल्पी कालोन) प्रमुख थी। रंगीन बाने धागों को प्रयोग करते हुए डिजाइन बने जाते हैं। फैब्रिक में ताने भागों की संख्या तुलनात्मक रूप से धातों से कम है।

(ख) संरचनात्मक ध्यौरे :

ताना				बाना			
कवालिटी संख्या	धागे की कवालिटी	लगभग स्कोरेज	सिरे प्रति से.मी.	धागे की कवालिटी	लगभग स्कोरेज	सिरे प्रति से.मी.	बार कि. ग्रा. मी. 2
1	2	3	4	5	6	7	8
बी एम बी एन	बाइकोम	13/14	10	एजेंगी ए	13	33/40	2.05
बी एम बी आर	बाइकोम	13/14	10	आर्टेरी	12/13	42/43	1.99
एस एम एन क्यू	एजेंगी ए	14	5	क्वैलेंडी	9	28	2.70
बी एम बी बी	बाइकोम	13/14	5	रोविग	5/6	15/16	3.95
कयर कालोन (अल्पी कालोन)							
बी सी एस डी	बीज	7/8	6	अस्टमूडा	3/9	29/30	3.05
बी सी एस आर 1	बाइकोम	13/14	12	आर्टेरी	13/14	52/53	2.13
बी सी एस क्यू 1	क्वैलेंडी	—	12 (38.मी. के लिए)	क्वैलेंडी	—	48/50	5.10

\*सभी सड़ियों के बीच सिरे मजबूती से जोड़े जाएं कम से कम गुनाई में एक तरफ छः सड़ियां छाएं।

## सारणी XI

## बिना बुनी मैटिंग मैट्स

(क) सामान्य विशेषताएँ :- फैब्रिक बुना नहीं जाएगा। यह बल्कनित प्रक्रिया द्वारा नीचे हैसियन या सूती गेज के साथ आधार भूत सम्मिश्रित रबड़ शीट को बांधकर बनाया गया है।

(ख) संरचनात्मक ध्यौरे :-

कवालिटी संख्या	प्रस्तुत सामग्री	फैब्रिक की बनावट	बांधने तथा प्रसंस्करण	बार प्रति कि./ ग्रा./मी. 2
1	2	3	4	5
चार एम क्यू बी आई	पीछे की तरफ रबड़ वाला हैसियन 10 ओंस क्वालिटी।	क्वैलेंडी समानांतर तथा निकट रूप से 10 स्कोरेज 5 प्लाई में गुंथकर बनाए गए।	बल्कनित करके धंध धोर बिना धन्ने वाली एंटी फायरफेटेड वाला रबड़ सेटेक का प्रयोग करते हुए प्रस्तुत सामग्री से समानांतर गुंथा हुआ है—गर्म दबाव।	3.50
चार एम बी बी	हैसियन कपड़ा/नीचे सूती गेज सहित साथ में प्राकृतिक रबर फिलर, रंगीन संघटक पुनः प्राप्त रबर तथा उचित रसायनों वाले सम्मि- श्रित रबर में से बनाई हुई शीट।	एजेंगी एम समानांतर तथा बिना रोप छोटे समान रूप से गुंथी 3×3 प्लाई में साथे गुंथे हुए।	साथे में बल्कनित प्रसंस्करण द्वारा सम्मिश्रित रबड़ शीट से समानांतर गुंथकर बांधो गई है चटाई के चार किनारों को रबड़ से जोड़ किए गए है चटाई का मोटाई 8 मि. मीटर।	4.52
चार बी एम आर	—यथोक्त—	समानांतर धोर निकटतम रूप से गुंथे हुए 12/15 मि. मी. की रस्सी के बने हुए एजेंगी ए/आर्टेरी कयर सूत प्रति से. मी. रस्सी की संख्या 6/7	बल्कनित प्रक्रिया द्वारा साथे में रबड़ शीट के आधार सहित रस्सी के समानांतर गुंथे हुए हैं छोटी तरफ पर रस्सी के कटे हुए सिरे रबड़ के किनारों से संलग्न होने।	6.50

1	2	3	4	5
भार की एन वाई	नॉर्वे सूती गेज हैरियन कपड़ा लगाने हुए सॉचि में प्राकृतिक रबर किलर रंगीन ध्वजक पुतः प्राप्त रबर तथा उचित रसायनों वाले सम्मिश्रित रबर में से बनाई गई एक शीट ।	बंपोर धागा सतहों में दीर्घ-द्वितीयकार 12/15 मि. मी से व्यास की 4 प्लाई में रस्सियों से मुड़े होंगे । रस्सियों की संख्या प्रति डे. मी. 6/7 होंगी ।	दीर्घवृत्तीयकार रस्सी प्रसंस्करण द्वारा रबरशोर्ट के आधार सहित नूँची हुई होंगी । रस्सी के बड़े सिरे संलग्न सतहों से मिले होंगे ।	वत्कनित 10.00
भार की टी एम	— यथोक्त —	काईल के लिए वाइकोम धागा/ काईल आधार पर एक दूसरे को बांधने के लिए लाईनों में गुच्छेदार होते हैं ।	काईल वत्कनित प्रसंस्करण द्वारा रबर शोर्ट के आधार सहित गयीं होती है । काईल टोन होंगे चाहिए तथा समान रूप से कटरी हुई हो । शीट की मोटाई 23 मि. मी. ।	6.90

## बिना पुने कालीन

कवानिटी संख्या	धागे की कवानिटी	विनिर्माण की प्रक्रिया	भार कि. ग्रा. मीटर २
एक बी क्यू :	करीबैडी	3 प्लाईमें या अधिक से गुंथे कपर में बने हुए प्रत्येक प्लाई कपर धागे की 2 लट्टियों से बनाई जाएगी । सटे संधि रस्सी जाएगी तथा संलग्न सिरे कपर सूतों से अंतः प्रथित होते हैं ।	2.80
रस्सी (डी धाई एस मी)	बीनोर	15 मि. मी. व्यास की 4 प्लाई वाली रस्सियों में मुड़ी होंगी । रस्सी तहों में गोण/अंडाकार रूप में पास-पास बंधे होंगे । प्रत्येक सतह 3 टांके प्रति डे. मी. वाले कपर धागे अंतः प्रथित होंगे । रस्सी के अंतिम सिरे संलग्न सिरे से मिले होंगे । तहों की संख्या प्रति डे. मी. 6 होगी ।	4.20

## सारणी—12

कपर मैटिंग, कपर मैटिंग के गलीचों, कपर मैटिंग की पटाइयों कपर मुरजोक और कपर कालीनों (अल्पी कालीनों) के लिये स्वीकृत सहायता ।

## 1. विमर्श :—

जब तक कि केता और विक्रेता के बीच विनिर्दिष्ट रूप से अन्यथा करार न हो, निम्नलिखित सहायता अनुपात को जाएगी :—

## (1) कपर मैटिंग :—

लम्बाई	— 1% माइनस शून्य
चौड़ाई	— 180 सें.मी. $\pm$ 13 मि.मी. तक — 180 सें.मी. तथा $\pm$ 25 मि.मी. से अधिक

## (2) कपर मैटिंग गलीचे तथा कपर मुरजोक :—

लम्बाई	— $\pm$ 13 मि.मी
चौड़ाई	— 180 सें.मी. $\pm$ 13 मि.मी. तक — 180 सें.मी. तथा $\pm$ 25 मि.मी. से अधिक

## (3) कपर मैटिंग पटाइया :—

कपर कालीन (अल्पी कालीन तथा बिना बुनी मैटिंग पटाइया तथा कालीन)

लम्बाई तथा चौड़ाई  $\pm$  13 मि. मीटर

## 2. ताना :—

प्रति डेसीमीटर चेत तिरों की संख्या सारणी में विनिर्दिष्ट होगी या विशेषज्ञों के पैल द्वारा बताये गये और इस प्रादेश के अधीन मान्यता प्राप्त विनिर्देशों के अनुसार होगी तथा निम्नलिखित सहायता अनुपात की जा सकती है ।

## (1) कपर मैटिंग

कपर मैटिंग गलीचे तथा  $\pm$  2 लट्टियाँ प्रति डेसीमीटर

कपर मैटिंग पटाइया — 1 लट्टी प्रति डेसीमीटर

## 3. धागा :—

प्रति डेसीमीटर धागों की संख्या सारणी में विनिर्दिष्ट के अनुसार होगी या विशेषज्ञों के पैल द्वारा बताये गये और इस प्रादेश के अधीन मान्यताप्राप्त विनिर्देशों के अनुसार होगी ।

108" (274 सें.मी.) तथा 108" (274 सें.मी.) से अधिक चौड़ाई के लिये प्रति डेसीमीटर 2 पिक वाली कपर मैटिंग, और कपर मैटिंग गलीचों और कपर मैटिंग पटाइयों की रेश में, 5% की माइनस सहायता अनुपात को जा सकती है ।

## 3. धार :—

प्रति वर्ग मीटर भार सारणी में विनिर्दिष्ट के अनुसार होगा या विशेषज्ञों के पैल द्वारा बताये गये और इस प्रादेश के अधीन मान्यताप्राप्त विनिर्देशों के अनुसार होगा । निम्नलिखित सहायता अनुपात होंगे :—

(1) कपर मैटिंग और मैटिंग गलीचे :  $\pm$  7.5%

## (2) कयर मुरजोक, कयर कालीन

बिना बुने कालीन :—5%

## (3) बिना बुनी मैटिंग्स पटाइयां : ± 10%

## 4. गणना :—

प्रयुक्त सूत का स्कोरज मारपी में दिये गये के अनुसार होगा या विशेषों के पैल द्वारा अनुमोदित गणना के निये मूल्यों के अनुसार होगी गणना के मूल्यों पर प्लस या माइनस की सह्यता तथापि अनुमत होगी।

[काबल में 6(2)/83-ई आई एंड ई की]

New Delhi, the 28th December, 1985

## ORDER

S.O. 10.—Whereas for the development of the Export Trade of India certain proposals for subjecting Coir Mattings to Quality Control and Inspection prior to export were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules 1964, in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 29th June 1985, under the order of the Government of India in the Ministry of Commerce No. S.O. 2984 dated the 29th June 1985.

And whereas the objections and suggestions were invited till 12th August, 1985, from all persons likely to be affected thereby ;

And whereas the copies of the said Gazette were made available to the public on 31-7-1985.

And whereas the objections and suggestions received from the public on the said draft have been considered by the Central Government ;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government after consulting the Export Inspection Council being of opinion, that, in pursuance of the said sub-rule and in supersession of the order of the Government of India in the Ministry of Foreign Trade No. S.O. 1386 dated the 3rd June, 1972 and Order of Government of India in the Ministry of Commerce No. S.O. 1425 dated the 10th April, 1982, except as respect things done or omitted to have been done before such supersession, it is necessary and expedient so to do for the development of the export trade of India, hereby :

## 1. (1) Notifies that Coir Mattings shall be subject to Quality Control and Inspection prior to export ;

## (2) Specifies the type of Quality Control and Inspection in accordance with the export of Coir Mattings (Quality Control and Inspection) Rules, 1985, as set out in Annexure to this Order, as the type of Quality Control and Inspection which shall be applied to such Coir Mattings prior to their export ;

## (3) Recognises—

(a) national and international standards and standards of other bodies recognised by the Export Inspection Council of India ;

(b) contractual specification, subject to the products complying with the minimum of the characteristics specified in the Schedule to the Order; and

(c) the specifications which do not fall under clauses (a) and (b) above but are approved by a Panel of Experts appointed by the Export Inspection Council for the purpose of examining and approving such standards declared by the exporter as contractual specifications for Coir Mattings

(4) Prohibits the export in the course of international trade of Coir Mattings unless the same are accompanied by a certificate issued by any one of the Export Inspection Agencies established under Section 7 of Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that the Coir Mattings conform to the specifications recognised under sub-paragraph 3 and are exportworthy.

2. Nothing in this Order shall apply to the export of bonafide samples of Coir Mattings by sea, land or air to prospective buyers.

## 3. Definition :

In this Order, Coir Mattings mean Coir Mattings manufactured on powerloom as well as on handloom and includes—

(i) Coir Mattings Mats ;

(ii) Coir Mattings Rugs ;

(iii) Coir Mourzouks ;

(iv) Coir Carpets (Alleppey Carpets) ;

(v) Any other type of Coir Mattings, not included in items (i) to (iv).

4. This Order shall come into force on the date of its publication in the Official Gazette.

## SCHEDULE

## SPECIFICATION FOR COIR MATTINGS

## 1. General requirements :

1.1 The Coir Mattings shall be manufactured from bleached or unbleached Coir Yarn as agreed to between the buyer and the seller. The yarn shall be of two ply.

1.2 The Coir Mattings shall be firmly and evenly woven.

1.3 The Coir Mattings shall be plain, dyed or stencilled or may have designs woven into them.

1.4 The Coir Mattings may be made into rugs or matting mats as agreed to between the buyer and the seller. In such cases, the cut ends of the matting mats or rugs shall either be stitched with suitable cotton thread or bound with jute, rexin or leather webbing (plain, coloured or fancy) or ends doubled back and interlaced in the body of the matting mats or rugs or rubber-edged or glued edged or with rubber/rubro fibre-backed.

1.5 The Coir Mourzouks and Alleppey Carpets may be made into various dimensions as agreed to between the buyer and the seller. The cut warpends (alternate) shall be doubled back and interlaced in the body of the carpets.

1.6 The Coir Matting shall not be loaded with salt, sand or other extraneous matter.

## 2. Specific requirements :

2.1 The Coir Mattings of a particular quality number shall comply with the requirements for that quality number as given in the Tables or be in accordance with the specifications formulated by the Panel of Experts appointed for the purpose, and recognised under this order.

2.2 Construction : The Coir Mattings of a particular quality number shall conform to the constructional details for that quality number as given in the Tables or be in accordance with the specifications formulated by the Panel of Experts appointed for the purpose, and recognised under this order.

2.3 Ends and Picks : The minimum number of warp ends and the number of picks per decimeter of Coir Mattings shall be in accordance with the requirements given in the Tables or be in accordance with the specifications formulated by the Panel of Experts appointed for the purpose, and recognised under this order.

2.4 Weight : The weight per Sq. mt. shall be as specified in the Tables or be in accordance with the specifications formulated by the Panel of Experts appointed for the purpose, and recognised under this order.

2.5 Dimensions : The dimensions of Coir Mattings shall be as specified in the export contract as agreed to between the buyer and the seller.

2.6 Permissible tolerance in respect of ends, picks, weight and dimension shall be as given in the Table.

### 3. Packing :

3.1 The Coir mattings shall be packed as agreed to between the buyer and the seller. The packages shall be wrapped with new hessian of minimum 217 gram per meter (7 oz a yard).

3.2 Each package shall be marked with the following particulars namely :—

- (a) notified quality number and brand name ;
- (b) size ;
- (c) number of pieces in the package ;
- (d) Code/name of the exporter/foreign buyer, if any ;
- (e) serial number of packages ;
- (f) gross weight ;
- (g) shipping marks.

TABLE—1

#### HANDLOOM MATTING—TWO TREADLE PLAIN WEAVE

(a) General Characteristics : Each weft thread is passed alternatively over and under successive warp thread, that is when odd ends are up even ends are down and vice versa. Both sides of the matting present the same appearance, and the matting is therefore reversible

#### (b) Constructional Details :

Quality Number	Warp			Weft		
	Quality of yarn	Approx. scoreage	Ends/dm Min.	Quality of yarn	Picks per dm. Min.	Wt. Kg/M <sup>2</sup>
M2A2	Anjengo A	14	31	Vycome/Beach	11	1.55
M2A4	Anjengo A	12	27	Vycome/Beach	9	1.70
M2R3	Aratory	13	29	Vycome/Beach	10	1.55
M2V3	Vycome	12	27	Beach	9	1.52
M2B2	Beach	9	20	Beach	9	1.40
S2M3	Vycome	11	22	Vycome/Beach	9	1.25
S2M10 (2x1)	Vycome thin		36	Vycome thin	12	1.10

TABLE—II

#### TWO TREADLE BASKET WEAVE

(a) General Characteristics : Same as two treadle plain weave, but two or more threads of Coir yarn work together both warp wise and weft wise. This enables production of strips and check (Tile) Patterns. Matting is reversible.

#### (b) Constructional Details : 3x3, 3x2, 2x2)

Quality Number	Warp			Weft		
	Quality of Yarn	Approx. Scoreage	Ends/dm Min.	Quality of yarn	picks/dm. Min.	Wt. Kg/M <sup>2</sup>
1	2	3	4	5	6	7
M2BR3	Anjengo A	13	26	Anjengo A/Aratory	16	1.82
M2BR3	Aratory	13	26	Aratory	16	1.80
M2BV3	Vycome	12	24	Vycome	15	1.58
S2BM1	Anjengo A	16	34	Anjengo A	17	1.62
S2BM3	Anjengo M	12	25	Anjengo M	12	2.62
S2BM7	Quilandy (4x4 weave)	10	20	Quilandy	15	2.80

TABLE III

#### RUBBER BACKING MATTING

1	2	3	4	5	6	7
S2RB1	Aratory	15/16	24/25	Vycome	12	1.29

Two strands in the warp omitted at the Centre.

**MESH MATTING**

(a) General Characteristics : The weave of this matting is same as two treadle with the difference that the warp and weft Strands are positioned at a distance to provide Mesh effect.

(b) Constructional Details :

1	2	3	4	5	6	7
H2M2	Beach	9	8	Beach	7	8.70
H2M4	Anjengo A	12	19*	Aratory	11	1.40
H2M6	Vycome	12	46	Vycome	40	0.40
			Permlr.	Per Mtr.		

\*in groups of 3 strands

TABLE—IV

**THREE TREADLE WEAVE**

(a) General Characteristics : This weave is employed to obtain a thicker and better looking matting than the two Treadle type of weave produces a diagonal or a wavy effect. The twill lines are formed on the fabric on one side only Hence the matting is non-reversible.

(b) Constructional Details :

1	2	3	4	5	6	7
M3A3	Anjengo A	14	31	Vycome/Beach	11	1.68
M3A5	Anjengo A	12	27	Vycome/Beach	10	1.82
M3R3	Aratory	14	31	Vycome/Beach	11	1.60
M3V3	Vycome	12	27	Vycome/Beach	9	1.52
M3B1	Beach	10	22	Beach	9	1.40
S3M2	Anjengo A	16	40	Vycome/Alapit	11	2.00
S3M4	Anjengo A <sup>1</sup>	15	31	Vycome/Beach	11	1.52
S3M9	Anjengo A <sup>1</sup>	13	36	Anjengo A	19	1.90

TABLE V

**FOUR TREADLE WEAVES**

(a) General Characteristics : This is more ornate in appearance and can be either reversible or non-reversible. This weave is used for production of superior quality mattings in a variety of patterns such as Twill, Diamond, etc.

(b) Constructional Details :

1	2	3	4	5	6	7
M4A2	Anjengo A	14	31	Vycome	13	1.75
M4A4	Anjengo A	12	27	Vycome	13	1.90
M4R2	Aratory	14	31	Vycome	13	1.68
M4R4	Aratory	12	27	Vycome	13	1.82
S4M4	Anjengo A	13	32	Vycome	15	2.13
S4M13	Baypore	6	14	Baypore	7	2.80
S4M17	Quilandy	9	20	Quilandy	9	2.62
S4M22	Vycome thin	20	40	Vycome	17	1.35

TABLE VI

**SPECIAL REED MATTINGS**

(a) General Characteristics : This type of matting exhibits warp strands in pairs working together is woven on closer reeds to ensure distribution of warp uniformly without over-lapping.

(b) Constructional Details :

1	2	3	4	5	6	7
SR4M1	Aratory	15	26	Vycome	18	1.40

## MULTI SHAFT MATTING

(a) General Characteristics : These mattings generally incorporate designs which require more than four shaft weave. Mattings with more elaborate patterns woven on looms mounted with dobby and Jacquard shedding mechanisms are also brought under this category.

(b) Constructional Details :

1	2	3	4	5	6	7
SOM1	Anjengo A	12	30	Vycome	14	2.00
SOM2	Anjengo A	14	26	Anjengo A	18	2.00

## RIBBED MATTINGS:

(a) General Characteristics : Mattings are Two Treadle weave in construction, but exhibit ribbed effect on the surface. They are comparatively heavier and denser than the ordinary plain weave Mattings;

(b) Constructional details :

Quality No.	Warp				Weft						
	Slack	App. Sec.	Light	App. Sec.	Ratio		Ends		Quality of yarn	Picks min. dm.	Wt. Kg. M <sup>2</sup>
	quality of yarn		Quality of yarn		Slack	Tight	Slack	Tight			
1	2	3	4	5	6	7	8	9	10	11	12
SK1	Anjengo A	15	Anjengo A	17	2	1	20	10	Aratory	20	2.35
SK3	Vy come	11	Vy come	13	1	2	9	18	Vy come	20	2.44
SK7	Vy come	11	Vy come	13	1	2	8	16	Vy come	16	1.83
SK8	Aratory	12	Vy come	14	2	1	16	8	Vy come	16	2.14
SK18	Vy come	12	Anjengo A	14	2	1	20	10	Anjengo A	18	3.00
SK19	Anjengo A	15	Anjengo A	16	1	2	9	18	Anjengo A	22	2.20
SK25	Quilandy	9	Anjengo A	14	2	1	14	7	Byypore	10	4.10
SK26	Anjengo A	13	Anjengo A	13	2	1	18	9	Quilandy	16	3.20

TABLE VIII  
POWERLOOM

(a) General Characteristics : Mattings in two shaft, three shaft, four shaft and Multi shaft weaves are produced on powerloom also. They are comparatively denser than the Handloom Mattings.

(b) Constructional Details :

## TWO TREADLE PLAIN WEAVE

1	2	3	4	5	6	7
P2A1	Anjengo A	13	28	Vy come	13	1.70
P2A2	Quilandy/Ashtamudy	10	22	Vy come	10	2.00
P2A3	- do -	9	16	Vy come	7	1.80
P2A4 (1x2)	Quilandy	9	21	Vy come	17	2.40
P2A6	Anjengo A	15/16	42	Anjengo A	11	1.70

## TWO TREADLE BASKET WEAVE

P2BA2						
(2x2)	Anjengo A	14	32	Anjengo A/Aratory	18	2.20
P2BA3	Anjengo A	14	28	Anjengo A/Aratory	16	2.00
(2x2)						
P2BA4	Anjengo A	13	28	Anjengo A loose twist	14	1.80
P2BA8	Anjengo A	15	36	Anjengo A	18	1.80
(1x2)				(16 score)		

1	2	3	4	5	6	7
<b>THREE TREADLE WEAVE</b>						
P3A1 } P3A2 }	Anjengo A 1/2 Anjengo A 18 score 1/22 ply Aloe thin }	13	28 42	Vycome Anjengo A (18 score)	14 24	1.80 1.85

TABLE IX

## FOUR TREADLE WEAVE

1	2	3	4	5	6	7
P4A2	Anjengo A	14	32	Vycome/Aratory	17	2.20
P4A3	Anjengo A	14	28	Vycome/Aratory	16	2.00
P4A4	2/3 Anjengo M/Mangadan K 1/3 Sisal	13	26	Vycome	17	1.96
P4A5	2/3 Anjengo M/Mangadan K 1/3 Sisal	13	25	Vycome	16	1.80
P4A7	Anjengo A	12	28	Vycome	14	1.80
P4A10	Anjengo M	12	27	Vycome	14	2.20
P4A11	Quilandy	9	10	Anjengo A	16	2.10
P4A13	Anjengo A Quilandy	13 9	11 11	Aratory	13	2.10

## MULTISHAFT WEAVE

POA1	Anjengo A	15	32	Vycome	18	2.20
POA2	Anjengo A	15	32	Vycome	13	2.10

## RIBBED MATTINGS

Quality No.	WARP					WEFT					Picks min. dm.	Wt. Kg. M <sup>2</sup>
	Slack		Tight		Ratio		Ends		Quality of yarn			
	quality of yarn	App. Scs.	Quality of yarn	App. Scs.	Slack	Tight	Slack	Tight				
PKM1	Mangadan K	12	Mangadan K	13	1	1	10	10	Vycome	14	2.00	
PKM3	Anjengo A	14	Anjengo A	15	2	1	18	9	Anjengo A/ Aratory	16	2.10	
PKM4	Mangadan K	12	Mangadan K	13	1	1	12	12	Aratory	13	1.80	
PKM5	Anjengo A	13	Anjengo A	14	1	1	15	15	Beach	16	2.20	
PKM8	Anjengo A	16	Sisal	—	2	1	22	11	Sisal	18	2.00	
PKM12	Anjengo A	18	Thin Aloe	—	1	1	22	22	Thin Aloe	36	1.85	
PKM13	Anjengo M	12	2 ply sisal- 330 Ms/Kg.	—	2	1	20	10	Sisal 330 Ms/Kg.	20	3.20	
PKM14	Anjengo A	18	5 ply Jute	—	1	1	22	22	3 ply Jute	36	1.85	

**TABLE - X**  
**COIR MOURZOUK**

(a) General Characteristics: In Coir Mourzouks and Coir Carpets (Alleppey Carpets) weft predominates on both sides of the fabric concealing the warp threads completely. The designs are woven by using coloured weft threads. The number of warp threads in the fabric are comparatively lesser than the weft.

(b) Constructional Details :

Quality No.	WARP			WEFT			
	Quality of Yarn	Approx. score	Ends per dm.	Quality of Yarn	Approx. score	Picks per dm	Weight Kg/M <sup>2</sup>
1	2	3	4	5	6	7	8
44 BMVN	Vycome	13/14	10	Anjengo A	13	38/40	2.05
45 BMVR	-do-	13/14	10	Aratory	12/13	42/43	1.90
46 SMNQ	Anjengo	14	5	Quilandy	9	20	2.70
47 BMVP	Vycome	13/14	5	Roping	5/6	15/16	3.95

**COIR CARPETS (ALLEPPEY CARPETS)**

48 BCSD	Beach	7/8	6*	Ashtamudy	8/9	29/30	3.05
49 BCSR I	Vycome	13/14	12	Aratory	13/14	52/53	2.45
50 BCSQ I	Quilandy	—	12 (for 3 dm)	Quilandy	—	48/50	5.20

\*All the strands of Chain Ends have to be securely tucked in at least to within six strands of the weft on one side.

**TABLE XI**

**NON-WOVEN MATTING MATS**

(a) General Characteristics : The fabric is not woven. It is formed by bonding to the compounded rubber sheet base, with hessian or cotton gauze underlay, by vulcanising process.

(b) Constructional Details:

Quality No.	Base material	Formation of fabric	Bonding and processing	Weight Kg./M <sup>2</sup>
1	2	3	4	5
RMQB I	Hessian 100% quality latex-backed.	Quilandy 10 score yarn made into 5 ply braid laid parallel and closely.	The parallel laid braid is bonded with the base material using rubber latex containing vulcanising ingredients & non-staining anti-oxidants-Hot pressed.	3.50
RMPB	A sheet formed out of compounded rubber containing natural rubber, fillers, colouring ingredients reclaimed rubber and suitable chemicals, in a mould with hessian cloth/cotton gauze underlay.	anjengo Myarn 3x3 ply flat uniform braids laid parallel and closely.	The parallel laid braid is bonded with compounded rubber sheet by vulcanising process in the mould. The four edge of the mat are sealed with rubber edging mat thickness-8mm.	4.52
RBMR	-do-	Anjengo A/Aratory Coir Yarn made into rope of 12/15mm diameter, laid parallel and closely. No. of Ropes per dm. 6/7	The parallel laid rope is bonded with the base rubber sheet in a mould by vulcanising process. The cut end of the rope at the short sides are sealed with rubber edging.	6.50

1	2	3	4	5
RBMV	A sheet formed out of compounded rubber containing natural rubber, fillers, colouring ingredients, reclaimed rubber and suitable chemicals, in a mould with hessian cloth/cotton gauze underlay.	Beypore yarn twisted into 4 ply rope of 12/15 mm. diametre wound elliptically in layers. No. of ropes per dm. 6/7.	The elliptically wound rope is bonded with the base rubber sheet by vulcanising process. The cut end of the rope is merged with the adjacent layer.	10.00
RBTM	-do-	Vycome yarn for the pile. The pile is tufted in rows close to each other on the base.	The pile is bonded with the base rubber sheet by vulcanising process. The pile should be compact and evenly sheared. Mat thickness-23 mm.	6.90

## NON-WOVEN CARPETS

Quality No.	Quality of Yarn	Process of manufacture	Weight Kg./M <sup>2</sup>
FBQ 1	Quilandy	Made into Coir braid of 3 ply or more. Each ply is formed by laying 2 strands of Coir yarn. The braid is placed flat and the adjacent layers are interlocked with coir yarn.	2.80
ROPE DISC	Beypore	Twisted into 4 ply shroud laid rope of 15 mm. diametre. The rope is very closely wound into circular/oval shape in layers. Each layer is interlocked with coir yarn having a minimum of 3 stitches per every 2 dm. The cut end of the rope is merged with the adjacent layer. The minimum No. of layers per dm. 6.	4.20

TABLE XII

Tolerance permitted for Coir Mattings, Coir Matting rugs, Matting-mats, Coir Mourzouks and Coir carpets (Alleppey Carpets)

## I. Dimensions

Unless specifically agreed otherwise between the buyer and the seller the following tolerances in dimensions shall be allowed.

## (i) Coir Mattings :

Length	+1 % minus nil.
Width	- upto 180 cm $\pm$ 13 mm. - above 180 cm. $\pm$ 25 mm.

## (ii) Coir Matting rugs and Coir Mourzouks

Length	$\pm$ 13 mm. - upto 180 cm. $\pm$ 13 mm. - above 180 cm. $\pm$ 25 mm.
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## (iii) Coir Matting mats

Coir carpets Alleppey carpets & Non-woven matting mats & carpets.	
Length & Width.	$\pm$ 13 mm.

## II. Warp

The No. of chain ends per dm. shall be as specified in the Tables or be in accordance with the specifications formu-

lated by the Panel of Experts and recognised under this order. The following tolerances may however be allowed :—

## (i) Coir Mattings.

Coir Matting rugs.  
and coir matting  
mats.

$\pm$  2 strands per dm.  
— 1 strand per dm.

## III Weft

The No. of picks per dm. shall be as specified in the Tables or be in accordance with the specifications formulated by the Panel of Experts and recognised under this order.

A minus tolerance of 5% may however be allowed in the case of Coir Mattings, Coir Matting rugs, and Coir Matting Mats upto a width of 108" (274 cms.) and for width over 108" (274 cms.) 2 picks per D.M.

## IV. Weight.:

The weight per Sq. m. shall be as specified in the Table or be in accordance with the specifications formulated by the Panel of Experts and recognised under this order. The following tolerances are allowed :—

- (i) Coir Mattings and —Matting rugs.) +7.5%
- (ii) Coir Mourzouks Coir Carpets &  
Non-woven carpets. — 5%
- (iii) Non-woven matting mats  $\pm$  10%

## V. Scorages :

The scorage of the yarn used shall be as given in the table or in accordance with the values for scorage approved by the Panel of experts. A tolerance of plus or minus 10% however be allowed on the values of the scorages.

F. No. 6(2)/83-EI&amp;EP

## आदेश

कां०आ० 11-भारत के निर्यात व्यापार के विकास के लिये जूते और जूतों के संघटकों को निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन लाने के लिये कतिपय प्रस्ताव निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षावश, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० कां०आ० 2384 तारीख 17 जुलाई, 1967 का अधिग्रहण करते हुए, भारत के राजपत्र, भाग-II, खंड-3, उपखंड (ii) तारीख 29 जून, 1985 में सं० कां०आ० 2893 तारीख 29 जून, 1985 के रूप में प्रकाशित किये गये थे।

और, ऐसे सभी व्यक्तियों के जिसके उनसे प्रभावित होने की संभावना थी उक्त आदेश के राजपत्र में प्रकाशन से पैंतालीस दिन के भीतर आक्षेप और सुझाव मांगे गये थे,

और उक्त राजपत्र की प्रतियां जनता को 31-7-1985 तक उपलब्ध करा दी गई थी;

और केन्द्रीय सरकार द्वारा उक्त प्राकृत आदेश पर जनता से प्राप्त आक्षेपों और सुझावों पर विचार कर लिया गया है;

अतः, अब, केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तथा उक्त अधिसूचना सं० कां०आ० 2384 को उन बातों के सिवाय अधिग्रहित करते हुए, जिन्हें ऐसे अधिग्रहण से पहले किया गया है या करने का लोप किया गया है, निर्यात निरीक्षण परिषद् से परामर्श करने के पश्चात् अपनी यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिये ऐसा करना आवश्यक और समीचीन है, इसके द्वारा :-

(1) यह अधिसूचित करती है कि जूते तथा जूतों के संघटकों का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जायेगा;

(2) जूते तथा जूतों के संघटकों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1985 के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार की क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करती है जो ऐसे जूते तथा जूतों के संघटकों को निर्यात से पूर्व लागू किया जायेगा;

(3) निम्नलिखित की मान्यता देती है :-

(1) राष्ट्रीय तथा अन्तर्राष्ट्रीय मानकों को, या

(2) विदेशी क्रेता द्वारा अनुमोदित किये गये नमूनों सहित, निर्यातकर्ता द्वारा लिखे गए संविदात्मक विनिर्देशों और तकनीकी विनिर्देशों को जैसा कि निर्यातकर्ता ने घोषित किया है जूते तथा जूतों के संघटकों के लिये मानक विनिर्देशों के रूप में।

(4) अन्तर्राष्ट्रीय व्यापार के अनुक्रम में ऐसे जूते तथा जूतों के संघटकों के निर्यात को तब तक प्रतिषिद्ध करती है जब तक कि उसके साथ उक्त अधिनियम की धारा 7 के अधीन स्थापित अभिकरणों में से किसी एक द्वारा जारी किया गया इस आदेश का प्रमाण-पत्र न हो कि जूते तथा जूतों के संघटकों का परेक्षण निर्यात योग्य है।

3. इस आदेश की कोई भी बात आर्वा क्रेताओं को भू-मार्ग, समुद्र-मार्ग या वायु-मार्ग द्वारा जूते तथा जूतों के संघटकों के प्रमाणिक व्यापार के नमूनों के लिये निर्यात को लागू नहीं होगी जहां ऐसा निर्यात प्रत्येक डिजाइन और/या आकार में पांच जोड़ी जूतों तक ही सीमित है।

3. इस आदेश में :-

(1) "जूते" से सामग्रियां, या कमरे, केनवस, रबड़, कपड़े, लकड़ी तथा कृत्रिम जैसी सामग्री के सम्मिश्रण में पैरों को सुरक्षित रखने के लिये तथा कोस्टयूम के रूप में सज्जित, जूते या बूट के आकार में बने किसी भी आकार के जूते अप्रिप्रेत हैं तथा इसके अन्तर्गत पैदल मेर के जूते, बर्षों के जूते, सुप्रबसर के जूते, खेलों के जूते, व्यवसायिक जूते, विविध तथा अन्य जूते सम्मिलित होंगे।

(2) "जूते संघटकों" से सामग्रियां या जूतों के विनिर्माण के प्रयाग के लिये कमरे, केनवस, रबड़, कपड़े, लकड़ी या कृत्रिम जैसी सामग्री के सम्मिश्रण में बने कोई भी फेब्रिकेटेड या अर्ध फेब्रिकेटेड संघटक अप्रिप्रेत हैं।

[मिनिम सं० 15(3)/84-ई आई एंड ई पी]

## ORDER

S.O. 11.--Whereas for the development of the export trade of India certain proposals for subjecting Footwear and Footwear Components to quality control and inspection prior to export were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 29th June, 1985 as S.O. 2893 dated the 29th June 1985 in supersession of the notification of the Government of India in the Ministry of Commerce No. S.O. 2384 dated 17th July, 1967;

And whereas the objections and suggestions were invited from all persons likely to be affected thereby within forty-five days of the publication of the said Order in Official Gazette;

And whereas the copies of the said Gazette were made available to the public on the 31-7-1985,

And whereas objections or suggestions received from the public on the said draft order have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) and in supersession of the said notification No. S.O. 2384 except as respect things done or omitted to be done before such supersession, the Central Government, after consultation with the Export Inspection Council, being of opinion that it is necessary and expedient so to do for the development of the export trade of India, hereby.

(1) Notifies that footwear and footwear components shall be subject to quality control and inspection prior to export;

(2) Specifies the type of quality control and inspection in accordance with the Export of Footwear and Footwear Components (Quality Control and Inspection) Rules, 1985, as the type of quality control and inspection which shall be applied to such footwear and footwear components prior to export;

(3) Recognises--

(i) national or international standards, or

(ii) contractual specifications or technical specifications written down by the exporter, alongwith samples approved by the foreign buyer as declared by the exporter, as the standard specifications for such footwear and footwear components;

(4) Prohibits the export in the course of international trade of such footwear and footwear components unless every consignment thereof is accompanied by a certificate issued by one of the agencies established under section 7 of the said Act to the effect that the consignment of footwear and footwear components are exportworthy.

2. Nothing in this order shall apply to the export by land, sea or air of bonafide trade samples of footwear and footwear components to the prospective buyers, where such export is confined to five pairs of footwear in each design and/or size.

3. In this order—

(i) "footwear" means any form of footwear made of materials or combination of materials such as leather, canvas, rubber, textile, wood and synthetics, to protect the foot or to serve as a costume, in the form of sandal, shoe or boot and includes walking shoes, dress shoes, occasional footwear, sports footwear, occupational footwear, orthopaedic and surgical footwear;

(ii) "footwear components" means any fabricated or semi-fabricated components made of materials or combination of materials such as leather, canvas, rubber, textiles wood or synthetics for use in the manufacture of footwear.

[F. No. 6(3)/84-EI&EP]

(वाणिज्य विभाग)

नई दिल्ली, 4, जनवरी 1986

का.आ. 12—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टाटा इंजिनियरिंग एंड लोकोमोटिव कंपनी लिमिटेड, जमशेदपुर-10 में विनिर्मित आटोमोबाइल के पुर्जों, संघटकों और उपसाधनों का निरीक्षण करने के लिए मैसर्स टाटा इंजिनियरिंग एंड लोकोमोटिव कंपनी लिमिटेड को जिनका, रजिस्ट्रिकृत कार्यालय बम्बई हाउस, 24, होमी मोदी स्ट्रीट, बम्बई-400023 में है, अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उपखंड-(ii) तारीख 29 जून, 1985 में प्रकाशित अधिसूचना सं. का.आ. 2888 में एतद्वारा संशोधन करती है।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5(3)/80-ईआई एंड ईपी]

(Department of Commerce)

New Delhi, the 4th January, 1986

S.O. 12.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2888 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Tata Engineering and Locomotive Company Limited, having their registered office at Bombay House, 24, Homi Mody Street, Bombay-400023, as agency, for inspection of automobile spares, components and accessories manufactured at M/s. Tata Engineering and Locomotive Company Limited, Jamshedpur-10 from one year to three years with effect from 16th May, 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(3)/80-EI&EP]

N. S. HARIHARAN, Director

का.आ. 13—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टाटा इंजिनियरिंग एंड लोकोमोटिव कंपनी लिमिटेड, पम्प्री, पुणे-411018, विनिर्मित आटोमोबाइल के पुर्जों संघटकों तथा उपसाधनों का निरीक्षण करने के लिए मैसर्स टाटा इंजिनियरिंग एंड लोकोमोटिव कंपनी लिमिटेड को जिनका रजिस्ट्रिकृत कार्यालय बम्बई हाउस, 24, होमी मोदी स्ट्रीट, बम्बई-400032 में है, अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उपखंड-(ii) तारीख 29 जून 1985 में प्रकाशित अधिसूचना सं. का.आ. 2889 में एतद्वारा संशोधन करती है।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5(3)/80-ईआई एंड ईपी]

S.O. 13.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2889 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Tata Engineering and Locomotive Company Limited having their registered office at Bombay House, 24 Homi Mody Street, Bombay-400023, as the agency, for inspection of the automobile spares, components and accessories, manufactured at M/s. Tata Engineering and Locomotive Company Limited, Pimpri, Pune-411018, from one year to three years with effect from 16th May, 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(3)/80-EI&EP]

का.आ. 14—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मोटर इंडस्ट्रीज कंपनी लिमिटेड, होसूर रोड, अदुगोदी, बैंगलूर-560030 में विनिर्मित स्पार्क प्लग का निरीक्षण करने के लिए मैसर्स मोटर इंडस्ट्रीज कंपनी लिमिटेड को जिनका रजिस्ट्रिकृत कार्यालय होसूर रोड, अदुगोदी, बैंगलूर-560030 में है, अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उपखंड-(ii) तारीख 29 जून, 1985 में प्रकाशित अधिसूचना सं. का.आ. 2890 में एतद्वारा संशोधन करती है।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5(3)/80-ईआई एंड ईपी]

S.O. 14.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2890 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Motor Industries Company Limited, having their registered office Hosur Road, Adugodi, Bangalore-560030, as the agency for inspection of Spark Plugs for automobiles manufactured at M/s. Motor Industries Company Limited, Hosur Road, Adugodi, Bangalore-560030, from one year to three years with effect from 16th May, 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(3)/80-EI&EP]

का.आ. 15.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टाटा इंजिनयर्स एंड लोकोमोटिव कंपनी लिमिटेड, जमशेदपुर-10 में विनिर्मित डीजल इंजन का निरीक्षण करने के लिए मैसर्स टाटा इंजिनयर्स एंड लोकोमोटिव कंपनी लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय बम्बई हाउस, 24, होमी मोदी स्ट्रीट, बम्बई-400023 में है अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3 उप-खंड (ii) तारीख 29 जून 1985 में प्रकाशित अधिसूचना सं. का.आ. 2884 में एतद्वारा संशोधन करती है।

अधिसूचना के अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5(4)/80-ईआईएंडईपी]

S.O. 15.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2884 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Tata Engineering and Locomotive Company Limited, having their registered office at Bombay House, 24, Homi Mody Street, Bombay-400023, as the agency for inspection of diesel engines manufactured at M/s. Tata Engineering and Locomotive Company Limited, Jamshedpur-10 from one year to three years with effect from 16th May, 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(4)/80-EI&EP]

का. आ. 16.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टाटा इंजिनयर्स एंड लोकोमोटिव कंपनी लिमिटेड पिंपरी पुणे-18, में विनिर्मित डीजल इंजनों का निरीक्षण करने के लिए मैसर्स टाटा इंजिनयर्स एंड लोकोमोटिव कंपनी लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय बम्बई हाउस 24, होमी मोदी स्ट्रीट, बम्बई-400023 में है अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1980 से तीन वर्ष की अवधि तक स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उप-खंड (ii) तारीख 29 जून, 1985 में प्रकाशित अधिसूचना सं. का. आ. 2885 में एतद्वारा संशोधन करते हैं।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5(4)/80-ईआईएंडईपी]

S.O. 16.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2885 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Tata Engineering and Locomotive Company Limited, having their registered office at Bombay House, 24, Homi Mody Street, Bombay-400023, as the agency for inspection of diesel engines manufactured at M/s. Tata Engineering and Locomotive Company Limited, Pimpri, Pune-18 from one year to three years with effect from 16th May, 1985.

1281 GI/85—4

Other terms and conditions of Notification shall remain unchanged.

[F. No. : 5(4)/80-EI&EP]

का.आ. 17.—केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मोटर इंडस्ट्रीज कंपनी लिमिटेड, हीसर रोड, अदुगोदी, बैंगलोर-560030, में विनिर्मित डीजल इंजन के पुर्जों 1र संघटकों का निरीक्षण करने के लिए मैसर्स मोटर इंडस्ट्रीज कंपनी लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय होसूर रोड अदुगोदी, बैंगलोर-560030 में है अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उप-खंड (ii) तारीख 29 जून, 1985 में प्रकाशित अधिसूचना सं. का.आ. 2886 में एतद्वारा संशोधन करती है।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5/4/80-ईआईएंडईपी]

S.O. 17.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2886 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Motor Industries Company Limited, having their registered office at Hosur Road, Adugodi, Bangalore-560030, as the agency, for inspection of diesel engine spares and components, manufactured at M/s. Motor Industries Company Limited, Hosur Road, Adugodi Bangalore-560030, from one year to three years with effect from 16th May 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(4)/80-EI&EP]

का.आ. 18.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स किर्लोस्कर क्युमिनस लिमिटेड, कोथरुड, पुणे-411029 में विनिर्मित डीजल इंजन का निरीक्षण करने के लिए मैसर्स किर्लोस्कर क्युमिनस लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय कोथरुड, पुणे-411029 में है, अधिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण की सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उप-खंड (ii) तारीख 29 जून 1985 में प्रकाशित अधिसूचना सं. का.आ. 2887 में एतद्वारा संशोधन करती है।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाईल सं. 5(4)/80-ईआईएंडईपी]

S.O. 18.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2887 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Kirloskar Cummins Limited, having their registered office at Kothrud, Pune, 411029, as the agency, for inspection of diesel engines manufactured at M/s. Kirloskar Cummins Limited, Kothrud, Pune-411029, from one year to three years with effect from 16th May 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(4)/80-EI&EP]

का. प्रा. 19.—केन्द्रिय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुन्दरम फास्टरर्स लिमिटेड, पैडी, मद्रास-600050 में विनिर्मित कीलकों का निरीक्षण करने के लिए मैसर्स सुन्दरम फास्टरर्स लिमिटेड, को जिनका रजिस्ट्रीकृत कार्यालय 37, माउंट रोड, मद्रास-500006 में है, अभिकरण के रूप में एक वर्ष के स्थान पर 16 मई, 1985 से तीन वर्ष की अवधि के लिए स्वयं प्रमाणिकरण सुविधा देने के लिए नवीनीकरण की अवधि के बारे में भारत के राजपत्र भाग-II, खंड-3, उप-खंड-(ii) तारीख 29 जून, 1985 में प्रकाशित अधिसूचना सं. का. प्रा. 2981 में एनए द्वारा संशोधन करते हैं।

अधिसूचना की अन्य शर्तें अपरिवर्तनीय रहेंगी।

[फाइल सं. 5(4)/80-ईआईएंडईपी]

एन. एस. हरिहरन, निदेशक

S.O. 19.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Central Government hereby amends the notification S.O. 2891 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) on 29th June 1985 with respect to period of renewal of Self-certification facility to M/s. Sundram Fasteners Limited, having their registered office at 37, Mount Road, Madras-500006, as the agency, for inspection of Fasteners manufactured at M/s. Sundram Fasteners Limited, Padi, Madras-600050, from one year to three years with effect from 16th May, 1985.

Other terms and conditions of Notification shall remain unchanged.

[F. No. 5(4)/80-EL&EP]

N. S. HARIHARAN, Director

(संपुक्त मुख्य निर्यात आयात निर्यात का कार्यालय)

(केन्द्रीय लाईसेंस क्षेत्र)

निरस्ती आदेश

नई दिल्ली, 21 अगस्त, 1985

का. प्रा. 20.—सर्वश्री स्पाईव हेलमेट्रोनिक्स 299, प्रकाश मोहल्ला गढ़ी, पूर्वी कैलाश नई दिल्ली 65 को एक आयात लाईसेंस सं. पी/एस/1961114 दिनांक 13-3-85 को 496600/- रु. का ब्लैक एन्ड व्हाइट टी. वी. के निर्माण हेतु प्रदान किया गया था।

आवेदक फर्म के इस कथन के समर्थन में अब एक शपथ पत्र, आयात निर्यात की कार्यविधि पुस्तिका 1985-88 के पैरा 85-87 के अन्तर्गत प्रस्तुत किया है। जिसमें उन्होंने कहा है कि लाईसेंस सं. पी/एस/1961114 दिनांक 13-3-85 को अप्रैल-मार्च 85 के लिये 496600/रु० का जारी किया गया लाईसेंस बिना उपयोग किये ही कहीं खो गया है/अव्याप्त हो गया है।

मैं मस्तुष्ट हूँ कि उक्त आयात लाईसेंस की मूल एक्सचेंज एवं कस्टम प्रयोजन कापी खो गई है/अव्याप्त हो गई है।

अतः आयात व्यापार नियंत्रण आदेश 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9 (डी) में प्रवृत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाईसेंस सं. पी/एस/1961/114 दि. 13-3-85 की मूल एक्सचेंज कंट्रोल एवं कस्टम कापी को निरस्त करने का आदेश देता हूँ।

आवेदक की प्रार्थना पर अब आयात निर्यात की कार्य विधि पुस्तिका 1985-88 के पैरा 85-87 के अनुसार उक्त लाईसेंस सं. पी/एस/

1961114 दि. 13-3-85 की एक्सचेंज कंट्रोल कापी की अनुलिपि (डुप्लीकेट कापी) जारी करने पर विचार किया जायेगा।

[फाइल सं. देहली/अवम/3242/ए एम-85/ए यू/सी.एल.ए./1981]

जे. के. कजरी, निर्यात आयात निर्यात

हुते संपुक्त निर्यात आयात-निर्यात

(Office of the Joint Chief Controller of Imports and Exports)  
(Central Licensing Area)

CANCELLATION ORDER

New Delhi, the 21st August, 1985

S.O. 20.—M/s. Spiel Electronics, 299, Prakash Mohalla Garhi, East of Kailash, New Delhi-65 were granted Import Licence No. P/S/1961114 dt. 13-3-85 for Rs. 496600 for manufacture of B&W T.V.

The applicant has filed an affidavit as required under para 85—87 of Hand Book of Import Export Procedure 85—88 where in they have stated that Exchange Control Purpose copy and Custom Purpose copy of the licence No. P/S/1961114 dt. 13-3-85 for Rs. 496600 issued for the period of AM. 85 has lost/misplaced having been un-utilised.

I am satisfied that the Exchange Control purpose copy & Custom Purpose copy of the licence have been lost/misplaced.

In exercise of the power conferred on me under Sub-Clause 9(d) of the Import Trade Control Order, 1955 dated 7th December, 1955 as amended upto date, the said Exchange Central purpose copy & Custom Purpose copy of the licence No. P/S/1961114 dt. 13th March, 1985 for the value of Rs. 496600 is hereby cancelled.

The applicant is now being issued duplicate Exchange Control Purpose copy/Custom Purpose copy of Import Licence No. P/S/1961114 dt. 13-3-85 for Rs. 496600 in accordance with the provision of paras 85—87 of the Hand Book of Import & Export procedure 85—88.

[F. No. Delhi/other/3242/AM-85/AU-I/CLA/1981]

J. K. KALSIE, Controller of Imports & Exports  
for Jt. Controller of Imports & Exports

निरस्ती आदेश

नई दिल्ली, 25 अक्तूबर, 1985

का. प्रा. 21.—सर्वश्री विपिन हेलमेट्रोनिक्स, 19/19, ईस्ट पंजाबी बाग, नई दिल्ली, 25 को एक आयात लाईसेंस सं. पी/एस/1961459 दिनांक 11-4-85 को 3,90,000/- रु. के लिये मल्लन सूची के अनुसार आडियो केसेट टेप रिकार्डर/कार कैसेट प्लेयर एवं रेडियो के कम्पोजिशन के निर्माण हेतु प्रदान किया गया था।

आवेदक फर्म के इस कथन के समर्थन में अब एक शपथ पत्र, आयात निर्यात की कार्यविधि पुस्तिका 85-88 के पैरा 85 के अन्तर्गत प्रस्तुत किया है। जिसमें उन्होंने कहा है कि लाईसेंस सं. पी/एस/1961459/सी दिनांक 11-4-85 जो अप्रैल-मार्च 85 की अवधि 3,90,000/-रु. के लिए दिया गया था, वह बिना किसी कस्टम अधिकारी के पास पंजीकृत किये ही एवं बिना उपयोग किये ही कहीं खो गया है।

डुप्लीकेट कस्टम प्रयोजन एवं एक्सचेंज कंट्रोल कापी पूरी राशि 3,90,000/-रु को पूरा करने के लिए अपेक्षित है।

मैं मस्तुष्ट हूँ कि उक्त आयात लाईसेंस की मूल कापी खो गई है।

अतः आयात व्यापार नियंत्रण आदेश, 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9 (डी) प्रवृत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाईसेंस सं. पी/एस/1961459 दि. 11-4-85 की मूल कस्टम एवं एक्सचेंज कंट्रोल कापी को निरस्त करने का आदेश देता हूँ।

आवेदक की प्रार्थना पर अब आयात निर्यात की कार्य विधि पुस्तिका 1985-88 के पैरा 88 के अनुसार उक्त लाईसेंस सं. पी/एस/1961459 दि. 11-4-85 की कस्टम एवं एक्सचेंज कंट्रोल कापी की अनुलिपि (डुप्लीकेट कापी) करने पर विचार किया जायेगा।

[फा. सं. देहली/अवम/250 एएम-85/ए यू/सी.एल.ए. 2435]

पी. एस. मारायणप्पाय्यो

उप मुख्य निर्यात आयात-निर्यात

हुते संपुक्त मुख्य निर्यात आयात-निर्यात

## CANCELLATION ORDER

New Delhi, the 25th October, 1985

S.O. 21.—M/s. Vipan Electronics, 19/19, East Punjabi Bagh New Delhi-25 granted Import Licence No. P/S/1961459 dated 11-4-85 for Rs. 3,90,000 for Import of items as per list attached therewith required for manufacture of Audio cassette tape recorders/car cassette player & combination thereof with Radio.

The applicant has filed an affidavit as required under para 85 of Hand Book of Import Export procedure 85-88 Policy wherein they have stated that both custom purpose & Exchange control copies of the Licence No. P/S/1961459/C dated 11-4-85 for Rs. 3,90,000 issued for the period of A.M. 85, has been lost without having been registered with any custom authority and utilised at all.

In duplicate both custom purpose and exchange control copies are required to cover the full value of Rs. 3,90,000.

I am satisfied that the both customs purpose and exchange control copies of the licence has been lost.

In exercise of the powers conferred on me under sub-clause 9(d) in the Import Trade control order 1955 DT. 7-12-55 as amended upto date, the said customs purpose & exchange control copies of licence No. P/S/1961459/C DT. 11-4-85 for the value of Rs. 3,90,000 is hereby cancelled.

The applicant is now being issued duplicate both customs purpose and exchange control copies of Import Licence No. P/S/1961459 dt. 11-4-85 for Rs. 3,90,000 in accordance with the provision of paras 86 of Hand Book of Import Export procedure 1985-88.

[F. No. DEL/others/250/AM-85/AU-I/CLA/2435]

Dy. Chief Controller of Imports & Exports  
For Jt. Chief Controller of Imports & Exports.

(विविध लाइसेंस अनुभाग)

नई दिल्ली, 20 दिसम्बर, 1985

का.आ. 22.—मैसर्स मोदी जेरोक्स लि., 8वीं मंजिल, 98 हेमकुंट टावर, नई दिल्ली-110019 को आयातित फोटोकॉपीयर्स डब्ल्यूकेट्स/माइक्रोकॉपीरिडर प्रिंटर के स्टॉक और बिजली के इस्तेमाल के लिए 34,223 रु. मूल्य का एक आयात लाइसेंस सं. पी/एफ/2032071/सी/एक्स एम्/94/एम एल एम्/बिनांक 8-1-85 दिया गया था जो जारी होने की तिथि से 18 महीनों के लिए वैध था। अब पार्टी ने उक्त आयात लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि विषयाधीन लाइसेंस को उपर्युक्त प्रति छोड़ गई है। लाइसेंसधारी ने आवश्यक शपथपत्र प्रस्तुत किया है जिसके अनुसार उक्त लाइसेंस जो सी डब्ल्यू सी, पालम, नई दिल्ली के पास पंजीकृत किया गया है, और उसका आंशिक रूप से 12,944.19 रु. मूल्य के लिए उपयोग किया गया है और लाइसेंस में 21,279.81 रु. बाकी है। शपथपत्र में इस संबंध में भी एक घोषणा की गई है कि यदि उक्त आयात लाइसेंस का भाव में पता लग जाता है या मिल जाता है तो यह जारी करने वाले प्राधिकारी को लौटा दिया जाएगा। इस बात की संतुष्टि होने पर कि उक्त आयात लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति छोड़ गई है, अधोहस्ताक्षरी यह निर्देश देता है कि आवेदक को लाइसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति जारी की जानी चाहिए। मैं आयात (नियंत्रण) आदेश, 1955, की धारा 9 की उप धारा (घ) के अधीन प्रवक्त अधिकारों का प्रयोग करते हुए उपर्युक्त लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रयोजन प्रति को एन.डी.आर. रद्द करता हूँ।

[फाइल सं. 12/181/84-85/एम एल एम्/759]

एन.एस. कृष्णामूर्ति, उप मुख्य नियंत्रक, आयात-निर्यात  
रुते मुख्य नियंत्रक, आयात-निर्यात

## (M. L. SECTION)

New Delhi, the 20th December, 1985

S.O. 22.—M/s. Modi Xerox Ltd., 8th Floor, 98, Hemkunt Tower, New Delhi-110019 were granted an Import Licence No. P/F/2032071/C/XX/94/H/34/MLS dated 8-1-85 for import of spares for Stock & Sale for use in imported Photo-copies Duplicators Microfiche Reader Printers valuing Rs. 34,223 with a validity of 18 months from the date of issue. Now the party have applied for grant of a Duplicate Copy of the Exchange Control Copy of the aforesaid Imports Licence on the ground that the subject copy of the licence has been lost. The licensee has furnished necessary affidavit according to which the aforesaid licence has been registered with C.W.C. Palam, New Delhi and has been utilised to the extent of Rs. 12,944.19 and the balance against the licence is Rs. 21,278.81. A declaration has also been incorporated in the affidavit to the effect that if the said import licence is traced or found later on, it will be returned to the issuing authority. On being satisfied that the original Exchange Control Copy of the aforesaid Import Licence has been lost, the undersigned directs that a Duplicate Exchange Control Copy of the licence should be issued to the applicant. I also in exercise of the powers conferred in Sub-Clause (d) of Clause 9 of the Imports (Control) Order 1955, hereby cancel the original Exchange Control Purpose Copy of the above licence.

[F. No. 12/181/84-85/MLS/759]

N. S. KRISHNAMURTHY, Dy. Chief Controller of  
Imports & Exports.

For Chief Controller of Imports &amp; Exports.

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

भारत

नई दिल्ली, 18 दिसम्बर, 1985

का.आ. 23.—टी.एम.सी.सी./आई.सी./85 :—विकास परिषद (कार्यविधिक) नियमावली, 1952 के नियम 2, 4 और 5 के साथ पठित उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए जिसे समय-समय पर संशोधित किया गया, केन्द्रीय सरकार एतद्वारा इस विभाग के सम-संबन्ध आदेश बिनांक 30 अक्टूबर, 1985 के द्वारा वस्तु मशीन उद्योग की पुनर्गठित विकास परिषद में निम्नलिखित संशोधन करती है :—

के स्थान पर	पढ़ा जाए	प्रतिनिधित्व
1. क्र.सं. 3 के सामने:		
3. श्री एस. राममूर्ति, वस्तु आयुक्त, पो.बा. नं. 11500, बम्बई-20	3. श्री अरुण कुमार, वस्तु आयुक्त, पो.बा. नं. 11500, बम्बई-20	सदस्य
2. क्र.सं. 19 के सामने:		
19. निदेशक, अहमदाबाद वस्तु उद्योग अनुसंधान संघ, लाल बहादुर शास्त्री मार्ग, घाटकोपर (पश्चिम) बम्बई-400086	19. निदेशक, अहमदाबाद वस्तु अनुसंधान संघ, पो.आ. पोलीटेक्निक, नवरंगपुर, अहमदाबाद-380015	सदस्य

[एफ सं. 3-24/85-एम् एम्-1]

रं. रामानुजम, निदेशक

## MINISTRY OF INDUSTRY

(Department of Industrial Development)

## ORDER

New Delhi, the 18th December, 1985

S.O. 23/TM/DC/ID/85—In exercise of the powers conferred by section 6 of the Industries (Development & Regulations) Act, 1951 (65 of 1951) read with Rules 2, 4, and 5 of the Development Councils (Procedural) Rules, 1952, as amended from time to time, the Central Government hereby makes the following amendments in the reconstituted Development Council for Textile Machinery Industry issued under this Department's Order of even number dated the 30th October, 1985 :—

FOR	READ	Represent
1. Against S.No. 3:		
3. Shri S. Ramamoorthi, Textile Commissioner P.B.No. 11500, Bombay-20	3. Shri Arun Kuma Textile Commi- ssioner, P.B.No. 11500, Bombay.	Member
2. Against S. No. 19:		
19. Director, Ahmedabad Textile Industries Research, Association, Lal Bahadur Shastri, Marg, Ghatkopar (West). Bombay-400086.	19. Director, Ahmedabad Textile Research Association, P.O. Polytechni- que, Navarangapura, Ahmedabad- 380015.	Member

[F. No. 3-24/85-HM (I)]  
R. RAMANUJAM, Director

नई दिल्ली, 11 दिसम्बर, 1985

क्र. सं. 24. —विकास परिषद् (कार्यविधि) नियमावली, 1952 के नियम 2, 4 और 5 के साथ पठित उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निवेश वेती है कि भूतपूर्व भारी उद्योग विभाग के आदेश संख्या का. प्रा. संख्या 751(8) दिनांक 4 सितम्बर, 1984 में अधिसूचित भारी वैद्युत् तथा सम्बन्ध उद्योगों की विकास परिषदों की संरचना में निम्नलिखित संशोधन किए जाएं।

उक्त आदेश में क्रम संख्या 26 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् —

26. श्री डी. बी. मलिक,  
औद्योगिक सलाहकार,

तकनीकी विकास का महानिदेशालय,  
उद्योग भवन, नई दिल्ली,

सदस्य-सचिव

[फा. सं. ईईआई 19(13)/84]  
गोपन कानूनगो, संयुक्त सचिव

New Delhi, the 11th December, 1985

S.O. 24.—In exercise of powers conferred by Section 6 of the Industries (Development & Regulation) Act, 1951 (65 of 1951) read with Rules 2, 4 and 5 of the Development Council (Procedural) Rules, 1952, the Central Government hereby direct that the following amendments be made in the composition of the Development Council for Heavy Electrical and Allied Industries, notified in the erstwhile Department of Heavy Industry's Order No. S.O. 751(E) dated the 4th September, 1984.

In the said order, for the entry occurring against S.No. 26, the following will be substituted namely :—

26. Shri D. B. Malik,  
Industrial Adviser,

DGTD Udyog Bhawan,  
New Delhi

Member Secretary

[F. No. EEI-19(13)/84]  
S. KANUNGO, Jt. Secy.

(कम्पनी कार्य विभाग)

नई दिल्ली 19 दिसम्बर, 1985

क्र. प्रा. 25. —एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्वारा इस अधिसूचना के अनुलग्नक में उल्लिखित उपक्रमों के पंजीकरण की, उक्त उपक्रमों के यह उपक्रम होने पर, जिन पर उक्त अधिनियम के अध्याय-3 के भाग क के उपबन्ध अब लागू नहीं होते हैं, के निरस्तीकरण की अधिसूचित करती है।

अधिसूचना सं. 16/12/85-एम.-3 का अनुलग्नक 1

क्रम सं.	उपक्रम का नाम	पंजीकृत पता	पंजीकरण संख्या
1.	मैसर्स गैम्मीन इंडिया लिमिटेड	गैम्मीन हाउस, वीर सागर कर मार्ग पोस्ट बानस नं. 9129, प्रभादेवी, बम्बई-400025	2133/84
2.	मैसर्स गैम्मीन टुरंकीज लि.,	—यथोपरि—	2183/85
3.	मैसर्स गिलकान प्रोजेक्ट सर्विसेज लिमिटेड	—यथोपरि—	2181/85
4.	मैसर्स गैम्मीन निरमैन लिमिटेड	—यथोपरि—	2182/85
5.	मैसर्स वि प्रेंसीसाइनेट प्रेस्ट्रेड कन्क्रीट कम्पनी लि.,	6/वी., 6ठी मंजिल, स्टारलिन सेक्टर, हाफनीबसंत रोड बाली, बम्बई-400018	2180/85
6.	मैसर्स सदन प्रेसिडेंस प्रा. लि.	'साउथ इंडिया हाउस' 36—40, अरमेनियन स्ट्रीट, मद्रास-600001	1082/75
7.	मैसर्स श्रीराम मिल्स लि.,	गन्धतराब कदम मार्ग, बाली, बम्बई-400013	548/70

[सं. 16/12/85 एम. -3]

एल. सी. गोयल, अवसर सचिव

(Department of Company Affairs)

New Delhi, the 19th December, 1985

S.O. 25.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act,

1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply.

## ANNEXURE TO THE NOTIFICATION NO. 16/12/85-M. III

Sl. No.	Name of the Undertaking	Registered address	Registration Number
1.	M/s. Gammon India Ltd.	Gammon House, Veer Savarkar Marg, Post Box No. 9129, Prabha Devi, Bombay-400 025	2133/84
2.	M/s. Gammon Turkeys Limited	Do.	2183/85
3.	M/s. Gilcon Project Services Ltd.	Do.	2181/85
4.	M/s. Gammon Nirman Ltd.	Do.	2182/85
5.	M/s. The Presystinet Pre-stressed Concrete Company Ltd.	6/B, 6th Floor, Starlin Centre, Dr. Annie Besant Road, Worli, Bombay-400 018.	2180/85
6.	M/s. Southern Pressings Pvt. Ltd.	'South India House' 36-40, Armenian Street Madras-600 001.	1082/75
7.	M/s. Shree Ram Mills Ltd.	Ganpatrao Kalam Marg, Worli, Bombay-400 013.	548/70

[No. 16/12/85-M. III]

L. C. GOYAL, Under Secy.

(शोक उद्यम विभाग)

नई दिल्ली, 29 नवम्बर, 1985

का. भा. 26—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिकारियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत के राजपत्र, भाग 2, खंड 3, उप-खंड (ii), तारीख 31 मार्च, 1984 में प्रकाशित भारत सरकार के उद्योग मंत्रालय की अधिसूचना सं. का. भा. 1047, तारीख 15 मार्च, 1984 को, उन बातों के विषय अधिकांश करते हुए, जिन्हें ऐसे अधिकांश से पहले किया गया है या करते कालोप किया गया है, नीचे की सारणी के स्तंभ 1 में उल्लिखित अधिकारियों को, जो सरकार का राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है, जो अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त सारणी के स्तंभ (2) की तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों की बाबत, उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्य का पालन करेगा।

सारणी

अधिकारियों का पदनाम	सरकारी स्थानों का प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
श्री के. बी. शुक्ल, भारतीय-प्रशासनिक सेवा, (यू टी), संयुक्त प्रबंध निदेशक, दिल्ली स्टेट इण्डस्ट्रियल डवलपमेंट कारपोरेशन लिमिटेड, नई दिल्ली के प्रबंध निदेशक, दिल्ली स्टेट इण्डस्ट्रियल डवलपमेंट कारपोरेशन लिमिटेड, नई दिल्ली	दिल्ली स्टेट इण्डस्ट्रियल डवलपमेंट कारपोरेशन लिमिटेड, नई दिल्ली के स्वामित्व वाले/उसके द्वारा अर्जित या अधिरोपित सरकारी स्थान

[का. सं. एसएस I (पी)-15(12)/85]

ओ. पी. शर्मा, अवर सचिव

(Department of Public Enterprises)

New Delhi, the 29th November, 1985

S.O. 26:—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India, in the Ministry of Industry No. S. O. 047, dated 15th March, 1984, published in the Gazette of India, Part II, Section 3, Sub-section(ii) dated 31st March, 1984, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the Officer mentioned in column 1 of the Table below, being a gazetted officer of Government to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred, and perform the duties imposed on Estate Officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table:—

TABLE

Designation of Officer	Category of Public Premises and local limits of jurisdictions
Shri K. B. Shukla, IAS (UT) Joint Managing Director, Delhi State Industrial Development Corporation Limited, New Delhi.	Public Premises owned/acquired or hired by the Delhi State Industrial Development Corporation Limited New Delhi.

[F. No. SSI(P)-15(12/85)]

O. P. SHARMA, Under Secy

विदेश मंत्रालय

नई दिल्ली, 16 दिसम्बर, 1985

का० भा० 27—राजनयिक एवं कौंसली अधिकारी (शपथ एवं श्रुत) अधिनियम 1948 की धारा 2 के खंड (क) के अनुपालन में केन्द्र सरकार इसके द्वारा, रियाद स्थित भारत के राजदूतावास में सहायक सर्वेक्षी जमनालाल जी एं. नथन को 21-11-85 से कौंसली एजेंट का काम करने के लिए प्राधिकृत करती है।

[सं० टी०-4330/1/85]

भार० वर्यकर, उप सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 16th December, 1985

S.O. 27.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise S/Shri Chaman Lal and A. I. Nathan, Assistants in the Embassy of India, Riyadh to perform the duties of Consular Agent with effect from 21-11-85.

[F. No. T-4330/1/85]

R. DAYAKAR, Dy. Secy

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 18 दिसम्बर, 1985

का. मा. 28.—यत् पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. मा. सं. 2124 तारीख 29-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत् सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और प्रागे, यत् केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और प्रागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की शर्त तब और प्राकृतिक गैस प्रायोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

बी. एस. नं. एम. के. एफ. ई. (186) से एन. के. जी.

जी. एस.-I

राज्य गुजरात	जिला भरुच	तालुका	विरंगम
गांव	सर्वे नं०	हेक्टर	सेन्टीयर
ढारीया	कार्टट्रैक	0 01	68
	30/1	0 18	96
	कार्टट्रैक	0 00	48
	31/1	0 02	40
	55/पी	0 08	70
	54/2	0 05	52
	55	0 04	02

[सं. O-12016/45/85/ओ. एम. जी.-डी.-4]

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th December, 1985

S.O. 28.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2124 dated 29-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Pipeline from D.S. No. NKFE (186) to NK GGS I.

State: Gujarat District: Ahmedabad Taluka: Virangam

Village:	Survey No.	H. tar	Ac. ti- tiare
Bhatariya	Cart track	0 01	68
	30/1	0 08	96
	Cart track	0 00	48
	31/1	0 02	40
	55/P	0 08	70
	54/2	0 05	52
	55	0 04	02

[N.J. O-120.6/45/85-ONG-D-4]

का. मा. 29.—यत् पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. मा. सं. 2126 तारीख 29-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत् सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और प्रागे, यत् केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और प्रागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की शर्त तब और प्राकृतिक गैस प्रायोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

कूप नं. एस. डी. डी. से सी. टी. एफ.

राज्य : गुजरात,	जिला : भरुच	तालुका :	अक्षेश्वर
गांव	प्लॉट नं.	हेक्टेयर	घार. सेन्टीयर
पारडी इंड्रिज	109	0 11	38
	111	0 17	03
	113	0 18	85
	116	0 08	58

[सं. O-12016/46/85/ओ. एम. जी.-डी.-4]

बी. के. [राजगोपाळ, ईस्क प्राफिसर]

S.O. 29.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2126 dated 29-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from well No. SDDD to C.T.F.

State : Gujarat	District : Bharuch	Taluka : Ankleshwar		
Village	Block No.	Hec-tare	Acre	Centi-are
Pardi Indris	109	0	11	38
	111	0	17	03
	113	0	18	85
	116	0	08	58

[No. O-12016/46/85 ON 7D 4]

P. K. RAJAGOPALAN, Desk Officer

#### ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 17 दिसम्बर, 1985

क्र.सं. 30.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अर्जन भारत के राजपत्र, तारीख 16 जुलाई, 1983 में प्रकाशित की गई भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. क्र.सं. 2902 तारीख 24 जून, 1983 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिश्रम में 3283.842 एकड़ (लगभग) या 1330.977 हेक्टर (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई और तलाश करने उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और उक्त अधिनियम की धारा 8 के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

अतः केन्द्रीय सरकार का उपरोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 1330.977 हेक्टर (लगभग) या 3283.842 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने उनकी खुदाई और उन्हें तलाश करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार का अर्जन किया जाना चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 1330.977 हेक्टर (लगभग) या 3283.842 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदानबोर करने और उन्हें तलाश करने, प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन किया जाता है।

2. इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. सी. 01 (ई)/III/ई/आर/266-883 तारीख 11-3-83 का निरक्षण कलक्टर बिजासपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस प्लॉट, कलकत्ता के कार्यालय में या वेस्टी कोनकलडस निमिटेड (राजस्थान अनुभाग) कोल एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

राजगमन उच्च विस्तार ब्लॉक कोयला क्षेत्र

जिला बिलासपुर (मध्य प्रदेश)

रेखांक सं. सी-1 (ई)/III/ई/आर/266-883 तारीख 11-3-83

(जिसे भूमि को बर्षों ने बना)

#### खनन अधिकार

क्रम सं.	ग्राम का नाम	पटवारी माफक सं.	खण्ड सं.	तहसिल	जिला
1.	केसला	19	108	कटघोरा	बिलासपुर
2.	गोरमा (असर्वोचित)*	19	—	यथोक्त	यथोक्त
3.	तेवसार (असर्वोचित)*	19	—	यथोक्त	यथोक्त

क्षेत्रफल हैक्टर में				टिप्पणी
सरकारी भूमि	वन भूमि	राजस्व भूमि	कुल	
4.278	173.926	17.094	195.298	भाग
---	---	---	795.743	भाग
---	---	---	339.936	भाग
कुल क्षेत्र या			1330.977 हैक्टर (लगभग)	
				3288.842 एकड़ (लगभग)

\*असर्वोक्षित के लिए है।

ग्राम केसला में अजित किए गए प्लॉट सं० :

49 भाग, 79 भाग, 80 भाग, 83/1 भाग, 83/2 भाग, 87 भाग, 88 भाग, 89 भाग, 90 से 99, 100 भाग, 101, 102, 103/2 भाग, 103/3 भाग, 105/1 भाग, 105/2 भाग, 141 भाग, 142 भाग, 143 भाग, 144, 145, 146 भाग, 147 भाग, 148 से 160, 161 भाग, 162 से 166, 167 भाग, 168 भाग, 170, 171 भाग, 172 से 175, 176 भाग, 189 भाग, 191 भाग, 194 भाग और 261 भाग, 177 भाग।

ग्राम गोरमा में अजित किए गए प्लॉट संख्याएँ : असर्वोक्षित

ग्राम तेवनागा में अजित किए गए प्लॉट संख्याएँ : असर्वोक्षित

सीमा वर्णन :

क-ख रेखा राजगमार और केसला ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है जो कां०आ० सं० 2939, तारीख 3-10-1963 द्वारा कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अजित राजगमार ब्लॉक (कोयला कोयला क्षेत्र) की पश्चिमी सीमा भी है और बिन्दु "ख" पर मिलती है।

ख-ग-घ रेखा राजगमार और गोरमा (असर्वोक्षित) ग्रामों की सातः सम्मिलित सीमा के साथ-साथ और तेवनागा (असर्वोक्षित) और राजगमार ग्रामों की सातः सम्मिलित सीमा के साथ साथ जाती है जो कां०आ० सं० 2939, तारीख 7-10-1963 द्वारा कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(i) के अधीन अजित राजगमार ब्लॉक (कोयला कोयला क्षेत्र) की उत्तरी सीमा भी है और बिन्दु "घ" पर मिलती है।

घ-ङ रेखा तेवनागा (असर्वोक्षित) और मोहर (असर्वोक्षित) ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।

ङ-च रेखा ग्राम तेवनागा (असर्वोक्षित) की उत्तरी सीमा के साथ साथ जाती है और बिन्दु "च" पर मिलती है।

च-छ रेखा ग्राम गोरमा (असर्वोक्षित) से होकर जाती है और गोरमा (असर्वोक्षित) और केसला ग्रामों की सम्मिलित सीमा पर बिन्दु "छ" पर मिलती है।

छ-ज-झ रेखा गोरमा (असर्वोक्षित) और केसला ग्रामों की सातः सम्मिलित सीमा के साथ-साथ जाती है, फिर ग्राम केसला में प्लॉट सं० 79, 80, 261, 49 से होकर जाती है और उसी ग्राम में बिन्दु "झ" पर मिलती है।

झ-ञ रेखा ग्राम केसला में प्लॉट सं० 49, 261, 33/1, 33, 87, 89, 103/3, 103/4, 100, 105/1, 105/2, 147, 146, 142, 171, 141, 143, 176, 178, 177, 168, 164, 191, 194 से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं० 19/57/33-जा एन/सी ए]

टी०सी०ए० अ.नि.वाम०, निदेशक

#### MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 17th December, 1985

S.O. 39.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2902 dated the 24th June, 1983 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in the Gazette of India dated the 16th July, 1983, the Central Government gave notice of its intention to acquire the rights to mine quarry, bore, dig and search for, win, work, and carry away minerals in the lands measuring 3288.842 acres (approximately) or 1330.977 hectares (approximately) in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Madhya Pradesh, is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 1330.977 hectares (approximately) or 3288.842 acres (approximately) described in the schedule appended hereto; should be acquired.

Now therefore in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 1330.977 hectares (approximately) or 3288.842 acres (approximately) described in the schedule appended hereto; are hereby acquired.

The plan bearing No. C-1(B)/III/DR/266-883 dated 11-8-83 of the area covered by this notification may be inspected in the office of the Collector, Bilaspur (Madhya Pradesh) or in the Office of the Coal Controller, I, Council House Street, Calcutta or in the office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines Nagpur 440001 (Maharashtra).

SCHEDULE  
RAJGMAR NORTH EXTENSION BLOCK  
KORBA COALFIELDS  
DISTRICT-BILASPUR (MADHYA PRADESH)

Drawing No. C-1(E)/III/DR/266-883

Dated 11-8-1983

(Showing lands acquired)

## MINING RIGHTS

Sl. No.	Name of Village	Patwari Circle No.	Khewat No.	Tahsil	District	Area in hectares				Remarks
						Govt. land	Forest land	Revenue land	Total	
1.	Kesla	19	108	Katghora	Bilaspur	4.278	173.926	17.094	195.298	Part
2.	Gorma (U/S)*	19	—	-do-	-do-	—	—	—	795.743	Part
3.	Tewanara (U/S)*	19	—	-do-	-do-	—	—	—	339.936	Part
Total Area :					1330.977 hectares	(approximately)				
or					3288.842 acres	(approximately)				

\*—stands for unsurveyed.

Plot Numbers acquired in village Kesla

Part 49, 79 Part, 80 Part, 83/1 Part, 83/2, 87 Part, 88 Part, 89 Part, 90 to 99, 100 Part, 101, 102, 103/2 Part, 103/3 Part, \*\*105/1 Part, 105/2 Part, 141 Part, 142 Part, 143 Part, 144, 145, 146 Part, 147 Part, 148 to 160, 161 Part, 162 to 166, 167 Part, 168 Part, 170, 171 Part, 172 to 175, 176 Part, 177 Part, 178 Part, 191 Part, 194 Part and 261 Part.

Plot numbers acquired in village Gorma :

Unsurveyed

Plot numbers acquired in village Tewanara :

Unsurveyed

## Boundary Description :

A-B	Line passes along the common boundary of villages Rajgamar and Kesla which is also a western boundary of Rajgamar Block (Korba Coalfield) acquired under Section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. No. 2989 dated 7-10-1963 and meets at point 'B'.
B-C-D	Line passes partly along the common boundary of villages Rajgamar and Gorma (unsurveyed) and partly along the common boundary of Tewanara (unsurveyed) and Rajgamar which is also a northern boundary of Rajgamar Block (Korba Coalfield) acquired under Section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. No. 2989 dated 7-10-1963 and meets at point 'D'.
D-E	Line passes along the common boundary of villages Tewanara (unsurveyed) and Meuhar (unsurveyed) and meets at point 'E'.
E-F	Line passes along the northern boundary of village Tewanara (unsurveyed) and meets at point 'F'.
F-G	Line passes through village Gorma (unsurveyed) and meets on the common boundary of villages Gorma (unsurveyed) and Kesla at point 'G'.
G-H-I	Line passes partly along the common boundary of villages Gorma (unsurveyed) and Kesla then proceeds through village Kesla in plot numbers 79, 80, 261, 49 and meets in the same village at point 'I'.
I-A	Line passes through village Kesla in plot numbers 49, 261, 83/1, 88, 87, 89, 103/3, 103/2, 100, 105/1, 105/2, 147, 146, 142, 141, 143, 176, 178, 177, 171, 168, 161, 167, 191, 194 and meets at starting point 'A'.

[No. 19/57/83-CL/CA]

T.C.A. SRINIVASAN, Director

नई दिल्ली, 19 दिसम्बर, 1985

का. अ. 31—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है।

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (भर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1)

1281 GI/85—5

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन अति बाले क्षेत्र के रेखांक स. बी. सी. सी. एल./ई. डी./46-85 तारीख 21-3-1985 का निरीक्षण कमिटर, धनबाद (बिहार) के कार्यालय में या कोयला नियंत्रक 1, कार्डमिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (निगमित योजना और परि-योजना) भारत कोयला कोल लि., कोयला वन, डाकघर कोयला नगर, जिला धनबाद (बिहार) में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध कोई व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नकशों, खाटों और अन्य दस्तावेजों को, इस अधिसूचना के भारत के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, निदेशक (मंक्रिया) पश्चिम भारत कोकिंग कोल लि., धनबाद को भेजेगा।

## अनुसूची

कपुरिया नया ब्लॉक

सरिया कोयला क्षेत्र

ड्राइंग नं. बी. सी. सी. एल./ई. डी 46—85

तारीख 21-3-1985

(प्राेक्षण के लिए अधिसूचित भूमि)

क्र. सं.	ग्राम	थाना सं.	थाना	जिला	क्षेत्र एकड़ों में	टिप्पणियां
1.	दुखितडीह	276	टोपचांची	धनबाद	876.00	सम्पूर्ण
2.	बांसकापुरिया	277	यथोक्त	यथोक्त	88.21	"
3.	कंचनपुर	278	यथोक्त	यथोक्त	157.91	"
4.	रामपुर	284	यथोक्त	यथोक्त	300.53	"
5.	सावर्दी	285	यथोक्त	यथोक्त	42.01	"
6.	डोगरा	286	यथोक्त	यथोक्त	65.57	"
7.	नवाडीह	288	यथोक्त	यथोक्त	64.14	"
8.	देबग्राम	287	यथोक्त	यथोक्त	223.17	"
9.	दुबराजपुर	299	यथोक्त	यथोक्त	130.31	"
10.	चैनपुर	300	यथोक्त	यथोक्त	98.78	"
11.	कपुरिया	349	यथोक्त	यथोक्त	514.89	"
12.	पथराकुली	301	यथोक्त	यथोक्त	287.08	"
13.	बंघडीह	348	यथोक्त	यथोक्त	506.49	"
14.	रुडी	350	यथोक्त	यथोक्त	484.54	"
15.	ओलीडीह	351	यथोक्त	यथोक्त	325.81	"

कुल क्षेत्र 4167.44 एकड़ (लगभग)

या 1667 हेक्टर (लगभग)

कपुरिया नया ब्लॉक का सीमा वर्णन

- क-ख रेखा, मौजा दुबराजपुर और देबग्राम और नवाडीह की उत्तरी सीमा के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।
- ख-ग रेखा, मौजा रामपुर और कंचनपुर की उत्तरी सीमा के साथ साथ जाती है और बिन्दु "ग" पर मिलती है।
- ग-घ रेखा, मौजा कंचनपुर की पूर्वी सीमा के साथ साथ जाती है और बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा, मौजा कंचनपुर और दुखितडीह की उत्तरी सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा, मौजा बांसकापुरिया और दुखितडीह की उत्तरी सीमा के साथ साथ जाती है और बिन्दु "च" पर मिलती है।
- च-छ रेखा, मौजा रुडी की उत्तरी सीमा के साथ-साथ जाती है और बिन्दु "छ" पर मिलती है।
- छ-ज रेखा मौजा ओलीडीह और रुडी की पूर्वी सीमा के साथ-साथ जाती है और बिन्दु "ज" पर मिलती है।
- ज-झ रेखा, मौजा ओलीडीह की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "झ" पर मिलती है।
- झ-ञ रेखा, मौजा बेनीडीह, रुडी और ओलीडीह की दक्षिण पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "ञ" पर मिलती है।
- ञ-ट रेखा, मौजा पथराकुली की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "ट" पर मिलती है।

ट-क रेखा, मौजा दुबराजपुर, चैनपुर और पथराकुली की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "क" पर मिलती है।

[फा. नं. 43015/12/85-सी. ए.]

New Delhi, the 19th December, 1985

S.O. 311—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (30 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan No. BCCL/ED/46-85 dated 21-3-85 of area covered by this notification can be inspected in the office of the Collector, Dhanbad (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Corporate Planning and Projects), Bharat Coking Coal Limited, Koyla Bhavan, Post-office Koyla Nagar, District Dhanbad (Bihar).

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act, to the Director (Operations), West Bharat Coking Coal Limited Dhanbad (Bihar) within ninety days from the date of publication of this notification in the Gazette of India.

## SCHEDULE

Kapuria New Block Jharia Coalfield Drawing No. BCCL/ED/46-85 dated 21-3-85.

Showing land notified for prospecting)

Sl. No.	Village	Thana Number	Thana	District	Area in Acres	R m marks
1.	Dukhitdih	276	Topchan- chi	Dhanbad	876.00	Full
2.	Banskapuria	277	-do-	-do-	88.21	"
3.	Kanchanpur	278	-do-	-do-	157.91	"
4.	Rampur	284	-do-	-do-	300.53	"
5.	Sawardi	285	-do-	-do-	42.01	"
6.	Dongara	286	-do-	-do-	65.57	"
7.	Nawadi	288	-do-	-do-	64.14	"
8.	Debgram	287	-do-	-do-	223.17	"
9.	Dubrajpur	299	-do-	-do-	130.31	"
10.	Chainpur	300	-do-	-do-	98.78	"
11.	Kapuria	349	-do-	-do-	514.89	"
12.	Patrakuli	301	-do-	-do-	287.08	"
13.	Ban'dhih	348	-do-	-do-	506.49	"
14.	Rudi	350	-do-	-do-	484.54	"
15.	Olidih	351	-do-	-do-	325.81	"

Total Area: 4167.44 acres (approximately)

OR 1667 hectares (approximately)

BOUNDARY DESCRIPTION OF  
KAPURIA NEW BLOCK

- A—B Line passes along the Northern boundary of mouzas Dubrajpur and Debgram and Nawadih and meets at point 'B'.
- B—C Line passes along the northern boundary of mouzas Rampur and Kanchanpur and meets at point 'C'.

- C - D Line passes along the Eastern boundary of Mouza Kanchampur and meets at point "E".
- D - E Line passes along the northern boundary of mouzas Bakaspura and Dukhitdi and meets at point "E".
- E - F Line passes along the northern boundary of mouzas Banskapur and Dukhitdi and Kapuria and meets at point "F".
- F - G Line passes along the northern boundary of mouza Rudi and meets at point "G".
- G - H Line passes along the Eastern boundary of mouzas Olidih Rudi and meets at point "H".
- H - I Line passes along the Southern boundary of mouzas Olidih and meets at point "I".
- I - J Line passes along the South-Western boundary of mouzas Benidih, Rudi and Olidih and meets at point "J".
- J - K Line passes along the Southern boundary of mouzas Patharakuli and meets at point "K".
- K - A Line passes along the Western boundary of mouzas Dubraipur, Chainpur and Patharakuli and meets at point "A".

[F. No. 43015/12/85 CA]

नई दिल्ली, 20 दिसम्बर, 1985

क्रा०आ० 32.—केंद्रीय सरकार, कोयला खान कुटुम्ब पेंशन स्कीम, 1971 के पैरा 12 के अनुसरण में, यह निदेश देती है कि तारीख 31 मार्च, 1984 को यथा विद्यमान कुटुम्ब पेंशनभोगियों को 1 अप्रैल, 1985 से नीचे विनिर्दिष्ट ढरों से अनुपूरक परिवर्धन मंजूर किए जाएंगे।

- (1) वे पेंशनभोगी जो 40 रु० प्रतिमास तक वृद्धि उतनी हानी चाहिए जिससे कि पेंशन बढ़कर 60 रु० प्रतिमास हो जाए।
- (2) वे जो 40 रु० प्रतिमास से अधिक और 60 रु० प्रतिमास तक पेंशन प्राप्त कर रहे थे। 20 रु० प्रतिमास की वृद्धि
- (3) वे जो 60 रु० प्रतिमास से अधिक और 80 रु० प्रतिमास तक पेंशन प्राप्त कर रहे थे। 25 रु० प्रतिमास
- (4) वे जो 80 रु० प्रतिमास से अधिक और 100 रु० प्रतिमास तक पेंशन प्राप्त कर रहे थे। 30 रु० प्रतिमास
- (5) वे जो 100 रु० प्रतिमास से अधिक पेंशन प्राप्त कर रहे थे। 35 रु० प्रतिमास

2 अनुपूरक परिवर्धनों की दर कुटुम्ब पेंशन से संबंधित होगी क्योंकि यह स्कीम के पैरा 12(1) के निबंधनों के अनुसार संवेद्य होगी।

3. उन पेंशनभोगियों की वशा में, जो तारीख 31-3-1984 को स्कीम के पैरा 12(2) के अधीन पेंशन प्राप्त कर रहे थे, वृद्धि जो पैरा 12(1) के अधीन उनकी पेंशन से संबंधित है, संगणित की जानी चाहिए और उपर्युक्त पैरा 1 के समूह (1) और (2) के लिए 10 रु० प्रतिमास अतिरिक्त परिवर्धन के साथ वृद्धि की उतनी ही मात्रा उस अवधि के दौरान संवत् की जाएगी जिसके लिए पेंशन स्कीम के पैरा 12(2) के अधीन संवेद्य है।

4. पेंशन की कुल रकम जिसके अंतर्गत अनुपूरक परिवर्धन भी है, किसी भी वशा में अंतिम प्राप्त वेतन से अधिक नहीं होगी।

[सं० 8(7)/80-प्रशा०-I (पी एफ) (II)]

समय सिंह, अवसर सचिव

New Delhi, the 20th December, 1985

S.O. 32 :—In pursuance of paragraph 12A of the Coal Mines Family Pension Scheme, 1971, the Central Government hereby directs that the family pensioners as on 31st March, 1984 shall be granted supplementary additions at the rates specified below with effect from 1st day of April, 1984 :-

- (i) those pensioners who were drawing pension upto Rs. 40/- per month. The increase should be such as to increase the pension to Rs. 60/- per month.
- (ii) those who were drawing pension above Rs. 40/- per month upto Rs. 60/- per month. an increase of Rs. 20/- per month.
- (iii) those who were drawing pension above Rs. 60/- per month upto Rs. 80/- per month. Rs. 25/- per month.
- (iv) those who were drawing pension above Rs. 80/- per month upto Rs. 100/- per month. Rs. 30/- per month.
- (v) those who were drawing pension above Rs. 100/- per month. Rs. 35/- per month.

2. The rate of supplementary additions will be related to the family pension as would be payable in terms of paragraph 12(1) of the Scheme.

3. In the case of pensioners who as on 31-3-1984 were drawing pensions under paragraph 12(2) of the Scheme the increase as related to their pension under paragraph 12(1) should be worked out and the same quantum of increase with a further addition of Rs. 10/- per month for groups (i) and (ii) and Rs. 15/- per month for groups (iii) and (iv) of paragraph 1 above shall be paid during the period for which pension under paragraph 12(2) of the Scheme is payable.

3. The total amount of pension including supplementary additions shall in no case exceed the last pay drawn.

[No 8(7)/80-Adm.I (PF) (Vol.II.)]

SAMAY SINGH, Under Secy.

### कृषि और पानीय विकास मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 17 दिसम्बर, 1985

विषय :—भारतीय पशुचिकित्सा परिषद् अधिनियम, 1984 (1984 की सं. 52) के अधीन राज्य पशु चिकित्सा परिषदों की स्थापना

क्रा.आ. 33.—राष्ट्रपति, संविधान के अनुच्छेद 239 के खंड (1) के अनुसरण में यह निदेश देते हैं कि दिल्ली संघ राज्य क्षेत्र का प्रशासक राष्ट्रपति के नियंत्रण के अधीन रहते हुए और अगले आदेश होने तक उक्त संघ राज्य क्षेत्र में भारतीय पशुचिकित्सा परिषद् अधिनियम, 1984 (1984 की सं. 52) के अधीन किसी राज्य सरकार की शक्तियों का प्रयोग और कृत्यों का निर्वाहन करेगा।

[सं. 23-116/84-एल.डी.टी. (एल.एच.एस.) (खंड-2)]

बी.एस. मरावा, अवसर सचिव

MINISTRY OF AGRICULTURE & RURAL  
DEVELOPMENT

(Department of Agriculture & Co-operation)

New Delhi, the 17th December, 1985

Sub :—Establishment of State Veterinary Councils under the Indian Veterinary Council Act, 1984 (52 of 1984).

S.O. 33.—In pursuance of clause (1) of article 239 of the Constitution, the President hereby directs that the Administrator of the Union Territory of Delhi, shall, subject to the control of the President and until further orders, exercise powers and discharge the functions of a State Government under the Indian Veterinary Council Act, 1984 (52 of 1984) in the said territory.

[No. 23-116/84-LDT(LHS) (Vol. II)]

B. S. SARAO, Addl. Secy.

पर्यावरण, वन एवं वन्य प्राणी विभाग

(वन्य प्राणी प्रभाग)

नई दिल्ली, 30 नवम्बर, 1985

का. आ. 34.—केन्द्रीय सरकार एतद्वारा, वन्य प्राणी (संरक्षण) अधिनियम, 1972 (1972 का 53) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री पी. सी. राय चौधरी के स्थान पर श्री कल्याण चक्रवर्ती को वन्य प्राणी परिरक्षण का उप निदेशक नियुक्त करती है।

उन्हें वन्य प्राणी (संरक्षण) अधिनियम, 1972 (1972 का 53) की धारा 47, 48 तथा 50 के अन्तर्गत दी गई शक्तियों का प्रयोग करने के लिए प्राधिकृत किया जाता है।

[सं. 1-15/85-डब्ल्यू. एल०-1]

रन्जीत सिंह, निदेशक

DEPARTMENT OF ENVIRONMENT, FOREST &  
WILDLIFE

(Wildlife Division)

New Delhi, the 30th November, 1985

S.O. 34.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Wild Life (Protection) Act, 1972 (53 of 1972), the Central Government hereby appoints Shri Kalyan Chakrabarti as Deputy Director of Wildlife Preservation, in place of Shri P. C. Roychoudhury.

He is hereby authorised to exercise powers under Sections 47, 48 and 50 of the Wild Life (Protection) Act, 1972 (53 of 1972).

[No. 1-15/85-WL-1]

RANJIT SINGH, Director

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 4 दिसम्बर, 1985

का.आ. 35.—अविष्य निधि अधिनियम, 1925 (1925 का 19) के खंड 8 के उपखंड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा यह निर्देश देती है कि उपरोक्त अधिनियम की धाराएं राष्ट्रीय संस्कृत संस्थान नई दिल्ली के कर्मचारियों के हित के लिए स्थापित अविष्य निधियों पर भी लागू होंगी।

[फा सं. 26-4/85-एस के टी-1]

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Deptt. of Education)

New Delhi, the 4th December, 1985

S.O. 35.—In exercise of the powers conferred by Sub-section (2) of Section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Funds established for the benefit of the employees of the Rashtriya Sanskrit Sansthan, New Delhi.

[F. No. 26-4/85-Skt.I]

का. आ. 36.—अविष्य निधि अधिनियम, 1925 (1925 का 19) के खंड 8 के उपखंड 3 द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्र सरकार एतद्वारा उक्त नियम की सूची में निम्नलिखित संगठन का नाम जोड़ती है, अर्थात् —

“राष्ट्रीय संस्कृत संस्थान, नई दिल्ली”।

[फा. सं. 26-4/85-एस. के. टी-1]

टी. एन. धर, संयुक्त शिक्षा सलाहकार (भाषा)

S.O. 36.—In exercise of the powers conferred by Sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the schedule to the said Act the name of the following organisation, namely :—

“The Rashtriya Sanskrit Sansthan, New Delhi”.

[F. No. 26-4/85-Skt.-1]

T. N. DHAR, Jt. Educational Adviser (Languages)

(संस्कृति विभाग)

नई दिल्ली, 18 दिसम्बर, 1985

का. आ. 37.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 9 के साथ पाठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (2) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार श्री एन. सं. वासुदेवन, आई. ए. एस. (उद्दीप्ता 77) को 16 अक्टूबर, 1985 के पूर्वार्द्ध से अगले आदेश तक, उस वेतन पर जो भारत सरकार में अवर सचिव का है, केन्द्रीय फिल्म प्रमाणन बोर्ड, बंगलूर में अवर प्रादेशिक अधिकारी के पद पर स्थानापन्न रूप से प्रतिनियुक्ति आधार पर नियुक्त करती है।

[फाइल संख्या 801/34/84-एफ (सी)]

आर. डी. जोशी, उप सचिव

(Department of Culture)

New Delhi, the 18th December, 1985

S.O. 37.—In exercise of the powers conferred by sub-section (2) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rule 9 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri N. C. Vasudevan, IAS (OR : 77) on pay as for Under Secretary in the Government of India, to officiate as Additional Regional Officer, Central Board of Film Certification, Bangalore on deputation basis with effect from the forenoon of 16th October, 1985 until further orders.

[File No. 301/34/84-FC]

R. D. JOSHI, Dy. Secy.

## परिवहन मंत्रालय

(रेल विभाग)

(रेलवे बोर्ड)

नई दिल्ली, 23 दिसम्बर, 1985

को. भा. 38—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (2) और (4) के अनुपालन में रेल विभाग (रेलवे बोर्ड) अनुसंधान, अभिकल्प एवं मानक संगठन कार्यालय के निम्नलिखित अनुभागों को, जहाँ के कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है —

1. प्रशासन अनुभाग
2. स्थापना-I अनुभाग
3. स्थापना-II अनुभाग
4. स्थापना-III अनुभाग
5. स्थापना-IV अनुभाग
6. स्थापना-V अनुभाग
7. पास अनुभाग
8. कल्याण अनुभाग
9. मुख्य पुस्तकालय
10. लेखा अनुभाग
11. वित्त अनुभाग
12. प्रकाशन अनुभाग

[संख्या हिन्दी-85/रा. भा. 1/12/1]

ए. एन. वांचू, सचिव

रेलवे बोर्ड एवं पदेन संयुक्त सचिव

## MINISTRY OF TRANSPORT

(Department of Railways)

(Railway Board)

New Delhi, the 23rd December, 1985

S.O. 38.—In pursuance of Sub-Rule (2) and (4) of Rule 10 of the Official Language (Use for the Official purposes of the Union) Rules, 1976, Department of Railways (Railway Board) hereby notify the following sections of the RDSO, where the staff have acquired the working knowledge of Hindi :—

1. Administration Section
2. Establishment-I Section
3. Establishment-II Section
4. Establishment-III Section
5. Establishment-IV Section
6. Establishment-V Section
7. Pass Section
8. Welfare Section
9. The Main Library
10. Accounts Section
11. Finance Section
12. Publication Section.

[No. Hindi-85/OL-I/12/1]

A. N. WANCHOO, Secy. Railway Board & Ex-Officio  
Jt. Secy.

(अल-भूतल परिवहन विभाग)

(परिवहन पक्ष)

नई दिल्ली, 24 दिसम्बर, 1985

को. भा. 39.—केन्द्रीय सरकार, नाविक भविष्य निधि स्कीम, 1966 के पैरा 37 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के परिवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना संख्या एस डब्ल्यू/एम डब्ल्यू. एस. (28)/82-एम. ट. दिनांक 9 मार्च, 1983 का अधिलेखन करते हुए नाविक भविष्य निधि के न्यासी मंडल से परामर्श करने के उपरान्त यह निश्चित करता है कि उक्त पहली अगस्त, 1985 से नाविक भविष्य निधि में नियोजताओं और नाविकों के अंशदान की 3% राशि उक्त स्कीम के पैरा 35 के तहत प्रशासनिक प्रभार के रूप में देय होगी।

[फाइल नं. एस. डब्ल्यू./एम डब्ल्यू. एस.-28/82-एम. टो.]  
एम. सिंघल, अवसर सचिव

## व्यावस्थात्मक शासन

नाविक भविष्य निधि से न्यासी मण्डल ने 26 जुलाई, 1985 की बैठक में यह संकल्प किया कि नाविक भविष्य निधि स्कीम, 1966 के पैरा 35 के तहत देय प्रशासनिक प्रभार 1 अगस्त, 1985 से कामियों व नाविकों के सकल अंशदान के 3 प्रतिशत (3 प्रतिशत) की दर से दिया जाए।

इस संकल्प के अनुसार नियोजता पहले से ही 3 प्रतिशत की दर से प्रशासनिक प्रभार दे रहे हैं। अतः यह आवश्यक हो गया है कि भविष्य निधि अंशदान पर देय प्रशासनिक प्रभार की दर पिछली तारीख अर्थात् पहली अगस्त, 1985 से 3 प्रतिशत कर दी जाये।

(Department of Surface Transport)

(Shipping Wing)

New Delhi, the 24th December, 1985

S.O. 39.—In exercise of the powers conferred by paragraph 37 of the Seamen's Provident Fund Scheme, 1966, and in super-session of the Notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. SW/MWS(28)/82-MT dated 9th March, 1983, the Central Government, in consultation with the Board of Trustees of the Seamen's Provident Fund, hereby fixes with effect from 1st August, 1985 the administrative charges payable under paragraph 35 of the said Scheme @ 3 per cent of the total of employers and seamen's contribution to the Seamen's Provident Fund.

[F. No. SW/MWS-24/85-MT]

S. SYNGHAL, Under Secy.

## EXPLANATORY MEMORANDUM

The Board of Trustees, Seamen's Provident Fund, in their meeting held on 26th July, 1985, have resolved that the administrative charges payable under paragraph 35 of the Seamen's Provident Fund Scheme, 1966, shall be paid @ 3 per cent of the total of the employers and seamen's contribution with effect from 1st August, 1985.

In accordance with this resolution the employers are already paying the administrative charges @ 3 per cent. It is, therefore, necessary to give retrospective effect to the fixation of the rate of administrative charges payable on the Provident fund contribution @ 3 per cent with effect from 1st August, 1985.

**संचार मंत्रालय**

( दूर संचार विभाग )

नई दिल्ली, 23 दिसम्बर, 1985

का. आ. 40.—स्वार्थ आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने थानगढ़ टेलीफोन केन्द्र, गुजरात में दिनांक 20-1-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-23/85-पी एच बी]

**MINISTRY OF COMMUNICATIONS**

(Department of Telecommunication)

New Delhi, the 23rd December, 1985

S.O. 40.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 20-1-1986 as the date on which the Measured Rate System will be introduced in Thangadh Telephone Exchange, Gujarat Circle.

[No. 5-25/85-PHB]

का.आ. 41.—स्वार्थ आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने चाथानूर टेलीफोन केन्द्र केरल में दिनांक 16-1-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-28/85-पी एच बी]

S.O. 41.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 16-1-1986 as the date on which the Measured Rate System will be introduced in Chathanoor Telephone Exchange, Kerala Circle.

[No. 5-28/85-PHB]

का.आ. 42.—स्वार्थ आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने स्वामिमलाई तथा नत्चीार्कोइल टेलीफोन केन्द्र में दिनांक 16-1-86 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-29/85-पी एच बी]

S.O. 42.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 16-1-1986 as the date on which the Measured Rate System will be introduced in Swamimalai & Natchiarkoil Telephone Exchange, Tamil Nadu Circle.

[No. 5-29/85-PHB]

का. आ. 43.—स्वार्थ आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने एस. एल. पुरम, टेलीफोन केन्द्र केरल में दिनांक 16-1-86 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-27/85-पी एच बी]

S.O. 43.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 16-1-86 as the date on which the Measured Rate System will be introduced in S. L. Puram Telephone Exchange, Kerala Circle.

[No. 5-27/85-PHB]

का. आ. 44.—स्वार्थ आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने पेरम्ब्रा तथा बालुसेरी टेलीफोन केन्द्र केरल में दिनांक 20-1-1986 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-30/85-पी एच बी]

के. पी. शर्मा, महानिदेशक (पी.एच. बी.)

S.O. 44.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 20-1-1986 as the date on which the Measured Rate System will be introduced in Perambra & Balusseri Telephone Exchange, Kerala Circle.

[No. 5-30/85-PHB]

K. P. SHARMA, Assistant Director General (PHB)

**श्रम मंत्रालय**

नई दिल्ली, 17 दिसम्बर, 1985

का. आ. 45.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3267 दिनांक 26 जून, 1985 द्वारा बैंकिंग उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 जून 1985 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः, श्रव, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 दिसम्बर, 1985 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/2/85-डी-1(ए)]

श.ह.सु. अध्यक्ष, अव्वर सचिव

**MINISTRY OF LABOUR**

New Delhi, the 17th December, 1985

S.O. 45.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 3267 dated the 26th June, 1985 the Banking Industry carried on by a Banking Company as defined in clause (bb) of section 2 of the said Act to be a public utility service for the purpose of the said Act, for period of six months from the 29th June, 1985;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 29th December, 1985

[F. No. S-11017/2/85-D.1(A)]

S. H. S. IYER, Under Secy.

नई दिल्ली, 19 दिसम्बर, 1985

का.प्र. 46.—मैसर्स इल्प्रो इंटरनेशनल लि., चिन्हाडगांव, पूना-411033 जिसमें इल्प्रो रजिस्टर्ड आफिस नारिमान प्वाइंट, बम्बई और (1) बम्बई, (2) कलकत्ता, (3) ग्रेटर कैलाश-1, नई दिल्ली और (4) बहादुर शाह जफर मार्ग नई दिल्ली (एम.एच./7287) में स्थित शाखाएं भी शामिल हैं, (जिसे हमें इनके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों में अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सहवृद्ध बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 4286 तारीख 26-11-1982 के अनुसरण में और इससे उपबन्ध अनुसूची में विनिर्दिष्ट जतों के अधीन रहते हुए, उक्त स्थापन को, 18-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 17-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि

का पहले ही सदस्य है, अपने स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वृद्धि आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिस में कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जहाँ वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम-निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के परास्पर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हिस्से पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाहाराणि के हकदार नाम-निर्देशिती/विधिवक वारिसों को उस राशि का सन्दाय वसूल्पा से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/311/82/प्रा.एफ.-2/एम.एस.-4]

New Delhi, the 19th December, 1985

S.O. 46.—Whereas Messrs Elpro International Limited, Chinchwadgaon, Poona including its Registered Office at Nariman Point, Bombay and branches at (1) Bombay (2) Calcutta (3) Greater Kailash-I, New Delhi and (4) Bahadur Shah Zafar Marg., New Delhi (MH/7287) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making

any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4266 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-12-1985 upto and inclusive of the 17-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/311/82-PF. II(SS.IV)]

नई दिल्ली, 20 दिसम्बर, 1985

का.भा. 47.—मैसर्स जयरामबाम उद्योग लिमिटेड, 111/118, मिलर जुबनी पार्क रोड, पी.बी. नं. 6853, बंगलूर-560002 (के.एन./2152); (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिधाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निषेध सह्यद बीमा स्कीम, 1976 (जिसे हमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूति है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए और हमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देने है ।

#### अनुसूची

1. उक्त स्थापन के संबध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कार्यालय को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रीमियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजन किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्द्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में मन्द्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशिनी को प्रतिकार के रूप में दोनों रकमों के धर्मर के बराबर रकम का मन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का भुगतान करने में असफल रहता है, तो पत्रिणी को ध्यात हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के भुगतान में किए गए किसी व्यतिक्रम की दशा में, उन भूत सदस्यों के नामनिर्देशितियों या विधिवत वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के मन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिवत वारिसों को उस राशि का संवाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[म एस-35014/289/85-एस.एम.-4]

New Delhi, the 20th December, 1985

S.O. 47.—Whereas Messrs Jairamdas Udyog Limited, 111/118, Silver Jubilee Park Road, P.B. No. 6853, Bangalore-560002 (KN/2152), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoy-

ment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium due, within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/(289)/85-SS-IV]

का. भा. 48:—सैधसं अजमेर सेण्ट्रल को-ऑपरेटिव बैंक लिमिटेड, जयपुर रोड, पी.बी. नम्बर 156, अजमेर (आर.जे./818); (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबन्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायधन अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्वाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्वाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्वाय आदि भी हैं होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्वाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों

को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्धेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्वाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त राजस्थान के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविधायुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्वाय करने में असफल रहता है, तो पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्वाय में किए गए किसी व्यवस्थित की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों, को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्वाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हस्तान्तरण नाम निर्देशित/विधिक वारिसों को उस राशि का सन्वाय तत्परता से और प्रत्येक वृत्ति में हर प्रकार में पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/287/85-एस.एस.-4]

S.O. 48.—Whereas Messrs. Ajmer Central Co-operative Bank Limited, Jaipur Road, P.B. No. 156, Ajmer (RJ/818), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act;

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/287/85-SS.IV]

का.आ. 49-- मैसर्स साउथ प्रिन्टिंग बिस्ट्रिकटोकोमपरेटिव स्पिनिंग मिल्स लिमिटेड सरन-604307, टिस्टोवानम (एस.ए. डिस्ट्रिक्ट) तामिलनाडु (टी.एन./5539) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है ने कर्मचारी भविष्य निधि और प्रमाण उपबन्ध अधिनियम (1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि सहाय बीमा स्कीम 1978 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं।

अतः, केन्द्रीय सरकार उक्त अधिनियम की धारा 17 का उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसके उपाबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तामिलनाडु को ऐसा विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करें।

2. नियोजक ऐसे निरोधक प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके सम्बन्धित लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अक्षरण, निरीक्षक प्रचारों का सन्दाय आदि का है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और अब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भाषों का अनुबाध स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त रख करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपाबन्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों से सामूचीत रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम का अर्थात् उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वैय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होता, जब वह उक्त स्कीम

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts,

बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए में फायदे उन फायदों से अधिक अनुभूत हैं जो कर्मचारी निधि सहित बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें भुगत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसके अन्वय में पूर्व में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के पालन से छूट देती है ।

#### प्रस्तावः

1. उक्त स्थापन के संबंध में नियोजक प्रवेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर सन्वाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अधीन समय-समय निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्वाय लेखाओं का अन्तरण, निरीक्षण प्रश्नों का सन्वाय आदि भ. है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वसुली का भाषा में उनकी मुख्य भाषाओं का अनुवाद, स्थापन के मूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को परचय करेगा

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध उन फायदों से अधिक अनुभूत हों, जो उक्त स्कीम के अधीन अनुभूत है ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धेय होती जब वह उक्त अधीन होता हो, नियोजक कर्मचारी के विविध वारिस/नामनिर्देशितों की प्रतिकार के रूप में दोनों रकमों के अंतर को बराबर रकम का सन्वाय करेगा

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना था, छोड़ने नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह स्कीम रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्वाय करने में असफल रहता है, तो पानिस को व्ययगत हो जाने दिया जाता है जो छूट रकम को वापस करेगा ।

11. नियोजक द्वारा प्रीमियम के सन्वाय में किए गए किसी व्यक्तिकर का बहाल में, उन मूल सशर्तों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम में अन्तर्गत होते, बीमा फायदों के सन्वाय का उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाछूट राशि के दृक्दार सामूहिक/विधिक वारिसों को उस राशि का सन्वाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/288/85 -एस०एस- 4]

S.O. 50.—Whereas Messrs H.M.T. Bearings Limited, Moula-Ali, Hyderabad-500040 (AP/3639) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide such facilities for inspections, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/288/85-SS. IV]

का. आ. 51.—मैसर्स मोरका स्टील लिमिटेड, महाबोपापुरा पोस्ट, हवाईट्रील्स रोड, बंगलूर-48 (के. एम. 4489) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अविदाय या प्रीमियम का पन्नाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबंध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रखे हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य-निधि का पहले ही सबन्ध है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दीप रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दीप होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का गन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो जहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करते या सुनियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यापिक की दशा में, उन मृत सबन्धों के नामनिर्देशितों या विधिक वारिसों

को जो यदि यद्, छुट न हो गई हो, तो उस स्कीम के अन्तर्गत होने, बीमा फायदों के सम्बन्ध का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्दिष्ट/विधिक वारिसों को उस राशि का संशय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/292/85-एस.एस.-4]

S.O. 51.—Whereas Messrs Bhoruka Steel Limited, Mahadevapura Post, Whitefield Road, Bangalore-48 (KN/4489) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspections, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India already adopted by the said establishment, or the benefits to the employee under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No S-35014/292/85-SS. IV]

का. आ. 52.—कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19), की धारा 17 की उप-धारा (4) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्रम मंत्रालय के का. आ. संख्या 372, दिनांक 11 जनवरी, 1985 की अधिसूचना द्वारा उक्त अधिनियम की धारा 17 की उपधारा (2क) के अधीन, मैसर्स वेस्टर्न इण्डिया स्टेट्स मोटर्स, एम. आर्. रोड, जयपुर (आर. ज./232) को वी गई छुट को तत्काल प्रभाव से रद्द करती है।

[संख्या एस-35014/186/84-एस. एस.-4]

ए. के. भट्टराय,

अधर सचिव

S.O. 52.—In exercise of the powers conferred by clause (c) of sub-section (4) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds with immediate effect the exemption granted to Messrs Western Indian States Motors, M.J. Road, Jaipur (RJ/232) under sub-section (2A) of section 17 of the said Act by the notification of the Government of India in the Ministry of Labour No. S.O. 372 dated the 11th January, 1985.

[No. S-35014(186)/84-SS. IV]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 24 दिसम्बर, 1985

कां.आ. 53.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, अन्तर्गत में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-85 प्राप्त हुआ था।

New Delhi, the 24th December, 1985

S.O. 53.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 5th December, 1985.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(57)/1984.

PARTIES :

Employers in relation to the management of State Bank of India, Birsampur Branch, District Surguja (M.P.) and their workman Shri Nanhak Singh, Temporary Messenger, represented through the District Organising Representative, State Bank of India and subsidiary banks Employees Union, Birsampur Branch, P.O. Birsampur, District Surguja (M.P.).

APPEARANCES :

For Workman—None.

For Management—Shri G. C. Jain, Advocate.

INDUSTRY : Bank DISTRICT : Surguja (M.P.)

AWARD

Dated : November 16, 1985.

In exercise of the powers conferred under Sec. 10(1)(d) of the Industrial Disputes Act, 1947, the Central Government in the Ministry of Labour has referred the following dispute for adjudication vide Notification No. L-12012/334/83-D. II-A dated 21st July, 1984:—

"Whether the action of the management of State Bank of India, in relation to their Birsampur Branch, Distt. Surguja in terminating the services of Shri Nanhak Singh, Temporary Messenger with effect from 26-9-81 and not considering him for re-employment while recruiting fresh hands under Sec. 25H of the I.D. Act, is justified? If not, to what relief is the workman concerned entitled?"

2. Parties have already filed their statement of claims and documents and the case was fixed for filing rejoinders and framing of issues on 15-11-1985. On this date Shri G. C. Jain, Counsel for the Bank filed a Memorandum of Settlement dated 15-11-1985 duly signed by the workman concerned, Shri Nanhak Singh, the Regional Manager, State Bank of India, Shri H. P. Chanduka and the Counsel for the management. Management examined Shri Vikram Rathore, an Officer of the State Bank of India, Regional Office, Jabalpur who stated that the settlement bears the signatures of Shri H. P. Chanduka, Regional Manager. The terms of settlement as incorporated in the Memorandum of Settlement are as under:—

1. That the management will take in employment to the workmen/workman in this reference case in the same capacity as he/they was/were working in the service on the same terms and capacity.
2. That these employee(s) have foregone the wages and they will not claim any back wages from the management of State Bank of India.
3. That the Ex-employee has been taken in the employment subject to his facing the selection by interview committee of the State Bank of India and on qualifying the same, the employee will be absorbed in the regular service of the State Bank of India. The

Ex. workman is now in the employment from 21-12-1984.

4. That the settlement arrived between the parties on the above terms and conditions as contained in paras 1 to 3 above may kindly be recorded and the reference be answered accordingly. The settlement is legal justice and proper and the parties have agreed for getting the employment. The same is reached/arrived at without any force, undue influence and coercion.

3. I have gone through the terms of settlement which appear to be fair and reasonable and I record my award in terms of the settlement arrived at between the parties and make no order as to costs.

Dated : 16-11-1985.

V. S. YADAV, Presiding Officer  
[No. L-12012/334/83-D-II(A)]

नई दिल्ली, 24 दिसम्बर, 1985

का० प्रा० 54.—औद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकारी, मालप्रभा ग्रामीण बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, बंगलूर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-12-85 प्राप्त हुआ था।

S.O. 54.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the Malaprabha Grameena Bank and their workmen, which was received by the Central Government on the 10th December, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA BANGALORE

Dated this the 29th day of November, 1985

PRESENT :

— Sri R. Ramakrishna, B.A., B.L., Presiding Officer.

Central Reference No. 1 of 1985

I Party

The General Secretary, Malaprabha Grameena Bank Employees Union, Corporation Building, Broadway, Hubli-20 (Karnataka).

Vs.

II Party

The Chairman, Malaprabha Grameena Bank, P.O. Dharwad, Karnataka.

APPEARANCES :

For the I Party—None present.

For the II Party—Sri P. T. Bhat, General Manager, Malaprabha Grameena Bank, Dharwad.

REFERENCE :

(Government Order No. L-12012/117/84-D.II (A) dated 28-1-85).

AWARD

The Central Government after forming an opinion that an industrial dispute exists between the above parties has

referred the said dispute for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 on the following Schedule :

#### SCHEDULE

"Whether the action of the management of Malaprabha Grammeena Bank in relation to their Medleri Branch in terminating the services of Shri S. N. Kulkarni, part time sweeper/messenger w.e.f. 1-1-84 is justified? If not, to what relief the concerned workman is entitled?"

2. The I Party workman has contended in his claim statement that he was working as a Sweeper-cum-Messenger since 18-7-1977 discharging his duties efficiently on a salary of Rs. 7.50 per day. He has further contended that the management discontinued his services without any reasons from 1-1-84 and his request for a written order to this effect was not complied. He has further contended that he has worked from 18-7-77 to 1-1-84 continuously more than 6 years and the II Party has not complied with the mandatory provision of 25-F (a), (b), (c) of the Industrial Disputes Act hence he is entitled for an order for reinstatement with continuity of service, back wages etc.

3. The II Party in their counter statement have mainly contended that the Regional Rural Bank came to be established as a low cost structure to ameliorate the economic conditions of weaker sections of the society and with an overall objective of developing rural economy. One of the guidelines of the Government of India is that the Regional Rural Banks should not engage the services of messengers on a regular basis. However, considering certain works like sweeping and watering, RRBs are permitted to engage a local candidate for such manual or unskilled works as part-time Sweeper for a limited duration in a day.

4. They have further contended that Mr. S. N. Kulkarni was taken as a casual labourer for sweeping purposes on a nominal charges of Rs. 20 per month as the work was about one hour per day. Subsequently, with the growth of the business the services of such sweepers have been taken as part-time Messenger-cum-Sweeper stipulating their working hours on daily wages in accordance with the Government of India guidelines.

5. They have further contended that there was no question of termination as the Branch has discontinued availment of the services from 1-1-84 due to his highly irregular attendance which was due to the fact that the workman has engaged himself in fruit business as a main source of income for which the Bank had granted loan of Rs. 1700. Due to his irregularity it was inevitable for the Branch to disallow the services of Kulkarni and to avail the services of some person.

6. They have further contended that Mr. Kulkarni was working as a part time Messenger on daily wages. Since he has become irregular due to his engagement in fruit business his services are discontinued. The said Kulkarni has also availed Jewel Loans more than irregular employees entitlement and hence he is not entitled for reinstatement or back wages.

7. On the basis of the above pleadings, this Tribunal has framed the following additional issues :—

(1) Whether the I Party proves that he is a workman as defined under Section 2(s) of the I. D. Act ?

(2) Whether the II Party proves that the nature of work done by the I Party workman and his status does not require an enquiry before his discontinuation ?

8. The parties have been asked to lead evidence on the points of dispute and on the additional issues. Since the I Party has remained absent continuously, the case was proceeded and the counsel for the II Party has submitted that on the basis of the statements filed by them an award can be made without any oral evidence. The learned counsel for the II Party has further submitted that since the I Party was a part time worker and not a permanent employee there was no necessary to conduct any domestic enquiry for discontinuing him from the work and since he is not a work-

man as defined under the Act there is no violation of mandatory provision as contained in Section 25-F of the Act. The learned counsel has further submitted that as stated in their counter statement the I Party workman was solely depended on the income earned by him in his fruit business and that he has shown his disinclination to do the part time job regularly which compelled the II Party to discontinue his services and since he was not a permanent employee he is not entitled to claim that his discontinuance amounts to termination and he has also failed to prove that he is a workman as defined under law and hence he is not entitled for any notice or payment in lieu of notice. The I Party workman has not placed any material justifying the stand taken by him. Hence I make the following award.

#### AWARD

The action of the management of Malaprabha Grammeena Bank in relation to their Medleri Branch in terminating the services of Sri S. N. Kulkarni, part time sweeper messenger w.e.f. 1-1-84 is justified. The parties shall bear their own costs.

R. RAMAKRISHNA, Presiding Officer  
[L-12012/117/84-D-II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 24 दिसम्बर, 1985

कां०अ० 55.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नेशनल इन्श्योरेंस कां० लि० के प्रबंधन में सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पचाड को प्रकाशित करती है।

New Delhi, the 24th December, 1985

S.O. 55.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the National Insurance Co. Ltd. and their workmen.

#### INDUSTRIAL TRIBUNAL, BHUBANESWAR

#### PRESENT :

Shri K. C. Rath, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar.

Industrial Dispute Case No. 3 of 1976 (Central)

Dated, Camp. Sambalpur, the 17th October, 1985

#### BETWEEN

The employers in relation to the National Insurance Company Limited—First-party.

#### AND

Their workmen—Second-party.

#### APPEARANCES :

Shri G. B. Mohanty, Advocate—For the first-party.

Shri S. Das, Advocate. . .

Shri J. K. Tripathy, Advocate—For the Second-Party.

#### AWARD

Dispute referred to by the Central Government for adjudication under clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, vide Notification No. L-17011/13/71-IRI dated 10-9-1975 and subsequent Notification under Section 7-A and Sub-section (1) of Section 33-B of the Act bearing No. L-17011/13/71/IRI dated 6-1-1976 of the Ministry of Labour, reads thus :

"Whether the action of the management of the National Insurance Company Limited, a unit of the General Insurance Corporation of India, is justified in terminating the services of Shri B. S. Das, Inspector with effect from the 22nd September, 1970? If not, to what relief is the said workman entitled?"

2. First-party employer is the National Insurance Company Limited, whereas the second-party workman was its Agent from 12-7-1969 vide Ext. 1 and its Inspector with effect from 1-10-1969 vide Ext. 2 till 22-9-1970 when his services were terminated in accordance with the terms of the letter of appointment, because of the fact that letter dated 6-7-1970 was not replied and weekly reports were not submitted by him, nor could he perform his business efficiently. The labour machinery was approached in due course, and the conciliation having failed, the present reference has come up for adjudication.

3. Second-party workman challenged the order of termination of his services as illegal as it was so ordered by the Branch Manager of Cuttack Branch with mala fide motive and without jurisdiction.

4. First-party management filed a written-statement stating that the second-party was not a workman; that there was no valid industrial dispute in existence as there was no demand by the second-party in that regard before the concerned authority; and that the services of the second-party having been terminated in accordance with the terms of the letter of appointment, the second-party is not entitled to any relief as claimed and prayed for by him.

5. On the pleadings of the parties, three preliminary issues were framed and after hearing on those preliminary issues, it was decided on 8-6-1977 that the second-party was a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947, that there existed a valid industrial dispute between the parties and that the reference as made was legal, valid and competent. Such being the decision, the only question left to be considered now is whether the termination of the services of the second-party workman on the ground as stated above is justified.

6. First-party management examined four witnesses and also exhibited a number of documents, Exts. 1 to 104. On behalf of the second-party workman the witness examined is the workman himself and the documents exhibited are Exts. A to DD. Ext. 103 is the termination letter dated 22-9-1970 and it would go to show that the services of the second-party workman were terminated because of the fact that letter dated 6-7-1970 was not replied by him, weekly reports were not submitted by him and he could not effectively cope up with his business. Thus it would be seen that the termination of the services of the second-party workman was not on account of any misconduct. To the same effect is also the written-statement of the first-party that the termination of the services of the second-party workman was not the result of any punitive action. Such being the case, it amounts to retrenchment even if it be held that the second-party workman did not reply to the letter dated 6-7-1970 and did not submit any weekly reports or failed to cope up with his business as per the terms of his appointment order. In that case the provision of Section 25-F of the Industrial Disputes Act, 1947 should have been complied with in view of the admitted fact that the second-party workman had worked continuously for more than 240 days during the twelve calendar months preceding the date of termination. But it was admittedly not so done. Therefore, the termination of the services of the second-party must be held to be unjustified.

7. I shall now turn to discuss whether the ground on which the services of the second-party workman were terminated are just and proper. On a reading of Ext. 103, the letter of termination of the services of the second-party workman, it appears that one of the grounds was non-giving of any reply to letter dated 6-7-1970. But I find from Ext. 60 that the second-party workman applied for time to give his reply and finally he submitted his explanation vide Ext. 51. Thus it would be seen that the allegation made regarding the non-giving of reply to letter dated 6-7-1970 is not correct. Further it appears from Ext. 103 that non-furnishing of weekly reports was also taken as a ground for termination of the services of the second-party. But this fact is disputed by the second-party who states in his evidence that he was submitting weekly reports timely and regularly. As against this, reliance

is placed on Ext. L by the first-party and it is submitted that what the second-party has stated regarding the submission of weekly reports is false. Ext. L was issued subsequent to the termination of the services of the second-party workman. Therein mention was made that all the Inspectors having failed to submit weekly reports, there was no reason why action should have been taken against him for such non-submission of weekly reports. His reply as per Ext. L regarding the non-submission of weekly reports appears to be reasonable in view of Ext. DD which was issued by way of a circular to all the Inspectors for punctual submission of weekly reports. Lastly it is stated in Ext. 103 that the termination of the services of the second-party workman was in accordance with the letter dated 10-5-1970 vide Ext. 49. In that letter the second-party workman was asked to make ready all the papers by 7-6-1970 relating to fidelity guarantee business and the said letter was considered to be one month's notice for termination. The Calcutta Office by their letter dated 17-6-1970 vide Ext. DD referred to the letter dated 30-5-1970 and asked the second-party to furnish all papers within 7 days or else it would confirm the notice of termination dated 30-5-1970. The second-party by his letter dated 24-6-1970, Ext. CC, explained the position thoroughly for the delay in collecting all papers relating to fidelity guarantee business. On a rearing of Ext. CC it appears that the explanation for non-obtaining of the fidelity guarantee business is not unsound. Thus it would be seen that the ground on which the services of the second-party workman were terminated cannot be upheld for the reasons stated above. This apart, non-compliance of the provisions of Section 25-F of the Act in the present case is a good ground for holding that the termination of the services of the second-party workman is neither legal nor justified as indicated earlier.

8. A ground was also taken by the second-party workman that the Branch Manager, Cuttack Branch, was not competent to terminate the services of the second-party workman. Ext. 2 shows that the second-party workman was appointed by the Branch Manager of Calcutta Branch of which Cuttack Office was a part then. It is evidence of Shri Choudhury (M.W. 4) that Cuttack Office became a Branch and was separated from the Calcutta Branch and he was promoted to the rank of Branch Manager, Cuttack Branch with effect from 1-7-1970. This fact is not disputed by the second party workman. If Shri Choudhury became the Branch Manager, Cuttack Branch, with effect from 1-7-1970, there is no reason why his competency to terminate the services of the second party should be called in question, particularly when the appointment was made by the Branch Manager, Calcutta Branch of which the Cuttack Office was a part at that time. Exts. Q, R and AA are relied on by the second-party workman to show that even after the formation of the Cuttack Branch, the appointment letters, etc., were being issued by the Divisional Office, Calcutta and as such, it is said that the Branch Manager, Cuttack Branch, was not competent to terminate the services of the second-party workman. I would have taken notice of these Exhibits had Shri Choudhury been asked about these Exhibits and he had failed to give any explanation about the same. But I find that nothing was asked about these Exhibits to Shri Choudhury. In such circumstance, no reliance can be placed on the said Exhibits for a finding that Shri Choudhury was not competent to issue the termination order. But in view of my finding stated earlier, the termination order is not justified due to non-compliance of the provisions of Section 25-F of the Industrial Disputes Act, 1947.

9. In the result, the action of the management of the National Insurance Company Limited, a unit of the General Insurance Corporation of India, is not justified in terminating the services of Shri B. S. Das, Inspector, with effect from the 22nd September, 1970. He be reinstated in service with full back wages.

10. Award is passed accordingly.

Dated : 17-10-1985.

K. C. RATH, Presiding Officer  
[No. L-17011/13/71-I.R.I/D. IV (A)]

कां०४० 56—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के अनुसरण में, केन्द्रीय सरकार, मे० नरेंद्र सिंह को करसेटजी

कर्मचारियों के बीच, अनुबंध में निविदा औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण सं० 2 बंदी के पंकाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10 दिसम्बर, 1985 को प्राप्त हुआ था।

S.O. 56.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Ardeshir B. Cursetjee & Sons (Pvt.) Ltd., Bombay and their workmen, which was received by the Central Government on the 10th December, 1985.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

#### PRESENT :

Shri M. A. Deshpande,  
Presiding Officer.

Reference No. CGIT-2/43 of 1985

#### PARTIES :

Employers in relation to the Management of Messrs,  
Ardeshir B. Cursetjee & Sons (Pvt.) Ltd. Bombay.

#### AND

Their workmen

#### APPEARANCES :

(1) Shri S. N. Dharap—For the Employers.

(2) Shri R. S. Pai, Advocate.

For the Workmen.—Shri K. M. Rao, General Secretary,  
National Dock Workers' Union.

INDUSTRY : Ports and Docks. STATE : Maharashtra.  
Bombay, the 28th November, 1985

#### AWARD

By their order No. I-31011/5/34/D.IV-A dated 9-2-1985 and 27-4-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 —

"Whether the action of the management of M/s. Ardeshir B. Cursetjee & Sons (Pvt.) Ltd., in relation to its workmen working in Docks in the Major Port of Bombay, by stopping from work the services of 46 permanent Khalasis and 117 temporary Khalasis, as per enclosed Annexure A&B respectively, is justified? If not, to what relief the workmen are entitled to?"

2. The order of reference related to 46 permanent Khalasis and 117 temporary Khalasis in the service of M/s. Ardeshir B. Cursetjee & Sons (Pvt.) Ltd. In the facts stand today, by virtue of the order dated 27-12-84 passed in the applications under Section 33C(2) of the Industrial Disputes Act, 117 temporary Khalasis were allowed to join the duty and their dispute came to an end.

3. Then remained the 46 permanent Khalasis for whom the order of reference has been made. Six out of the 46 permanent Khalasis by virtue of the understanding between them and the management were allowed to resume duty and in respect of six Khalasis the dispute came to an end.

4. Then remained 40 permanent Khalasis whose dispute is the subject matter of reference. Regarding one Khalasis namely Shri Chandrabas Dattaram Juvathar against whom enquiry is pending along with others, by virtue of the settlement arrived at between the parties the parties have agreed to allow the domestic enquiry to continue and suitable order to be passed. What is to happen after the conclusion of the domestic enquiry has also been considered and provided for in the terms of settlement. Similarly the parties have settlement the dispute regarding the remaining 30 permanent Khalasis and having regard to the facts and proper perspective of the case I find the settlement reasonable,

fair and proper and pass the award in terms thereof, as a result of which the reference is disposed of.

#### ANNEXURE-A

M/s. A.B.C. & Sons Pvt. Ltd. Permanent Khalasis.

S. No.	Name
1. Sh. Babruwan Arjun Sarvankar	
2. „ Gopal Keshav Satam	
3. „ Nivruti Vishram Kergutkar	
4. „ Govind Krishna Mhadnak	
5. „ Purshotam Shankar Parkar	
6. „ Satyavijay Shivaram Kamurkoker	
7. „ Bhikaji Dharan Tari	
8. „ Shrikrishna Nareyan Bandkar	
9. „ Prabhakar Ganpat Yeram	
10. „ Harichandra Raghe Lokra	
11. „ Balkrishna Harayan Sagvkar	
12. „ Harichandra Shanker Sagvekar	
13. „ Harichandra Bhikaj Padelar	
14. „ Narayan Payaji Murgave	
15. „ Ashok Jagannath Perkar	
16. „ Harichandra Pandurang Prabhu	
17. „ Devendra Dattaram Prabhu	
18. „ Ravikant Jagannath Lad	
19. „ Prabhakar Bhenco Dhoke	
20. „ Bhimsea Taneji Bhabal	
21. „ Harichandra Anand Manchekar	
22. „ Shanker Dhendu Khade	
23. „ Gopal Pandurang Sarvankar	
24. „ Dattaram Bhikaji Jadav	
25. „ Prakash Dhondeo Bhabal	
26. „ Chandrabas Dattaram Juvathar	
27. „ Dhendoo Ganpat Menchakar	
28. „ Prakash Namdev Parker	
29. „ Ramdas Mahipet Sarvankar	
30. „ Vijay Paranthuram Mayekar	
31. „ Keshav Anant Hirnaik	
32. „ Prakash Dewoo Harom	
33. „ Abba Dattaram Keluskar	
34. „ Prakash Krishna Maladkar	
35. „ Dilip Nagoji Padkar	
36. „ Anant Raghunath Temkar	
37. „ Vishnool Sadeshiy Kubal	
38. „ Jaiwant Magho Bhabal	
39. „ Ratan Dawaji Parkar	
40. „ Tulaidas Dattaram Parkar	
41. „ Harendra Suhadav Karguthar	
42. „ Madhukar Supryaji Jadhav	
43. „ Surdash Dhendoo Bhabal	
44. „ Dinkar Vithoba Posam	
45. „ Tukaram Bhagwan Prabu	
46. „ Dyandav Laximan Shirgaonkar	

#### ANNEXURE-B

M/s. A.B.C. & Sons, Temporary Khalasis.

Sl. No.	Name
1. Sh. Jairam Pattaram Karanji	
2. „ Satyavijay Raghunath Jadav	
3. „ Krishna Motiram Gaonkar	
4. „ Kalidas Rajaram Bhabal	
5. „ Gajanan Shrikrishna Padke	
6. „ Tulsidas Sahadev Posam	
7. „ Hemdas Dhondur Bundekar	
8. „ Rohidas Dulaji Parkar	
9. „ Machindra Govind Gavkar	
10. „ Suresh Shankar Hirasik	
11. „ Sudhakar Eknath Manchekar	
12. „ Shridhar Sakhamam Tambe	

Sl. No.	Name
13. „	Deelip Daji Padelkar
14. „	Narayan Laximan Bhabal
15. „	Eknath Bapu Pawasakar
16. „	Gangaram Fatu Sagvekar
17. „	Dinkar Anant Kargutkar
18. „	Arjun Krishna Manchekar
19. „	Govind Pundlik Sarvankar
20. „	Sadanand Jairam Sagvekar
21. „	Prakash Bhikaji Jadhav
22. „	Dagdu K. Babi Harackar
23. „	Prabhakar Shankar Sagbakar
24. „	Pradip Parshuram Kamburlekar
25. „	Purshotam Dattaram Juvatkar
26. „	Padmakar Yeshwant Koyande
27. „	Vilas Dattaram Juwstkar
28. „	Vithobe Ramchandra Sagvekar
29. „	Pilaji Harayan Sarvankar
30. „	Dasharath Vithal Pawasakar
31. „	Dhondu Govind Lokde
32. „	Sanjay Govind Lokre
33. „	Jagannath Vithal Jatekar
34. „	Damodar Muladev Natekar
35. „	Shripat Kriahna Chowgule
36. „	Ganpat Raghu Shingonkar
37. „	Waman Suyakant Juvatkar
38. „	Yeshwant Vasudev Koyande
39. „	Sudhir Shantaram Harvakar
40. „	Raghunath Dayram Harchekar
41. „	Rajkumar Namdev Madekar
42. „	Pundlik Kokul Rumde
43. „	Bhargav Ramchandra Bandhkar
44. „	Subaah Eknath Chawan
45. „	Narsu Maya Padelkar
46. „	Narayan Sahadev Lakde
47. „	Ganpat Krishna Gavkar
48. „	Prakash Rawji Kargutkar
49. „	Damodar Jagannath Lokre
50. „	Deepak Sakharam Ambolkar
51. „	Vakhan Bhaskar Parkar
52. „	Suresh Kenaji Narvekar
53. „	Vasudev Narayan Natekar
54. „	Balkrishna Mahadev Lad
55. „	Mukund Dhanaji Chowgule
56. „	Amroth Sahadev Parkar
57. „	Yeshwant Kashinath Pawasakar
58. „	Chandrakant Sahadev Manohekar
59. „	Deepak Vithal Harvekar
60. „	Dayanand Mahadev Patil
61. „	Suresh Shanker Lad
62. „	Gopal Ganpath Koyande
63. „	Suman Yeshwant Manchekar
64. „	Janardhan Dinkar Jadhav
65. „	Nandakumar Arjun Sarvankar
66. „	Suresh Bopu Parkar
67. „	Parshuram Dagdu Juwle
68. „	Narayan Bhagvan Prabhu
69. „	Narayan Vishnu Dhoke
70. „	Prakash Bhanu Malgaonkar
71. „	Maruti Umaji Kargutkar
72. „	Yeshwant Bhimaan Kargutkar
73. „	Shivaji Ganpat Narvekar
74. „	Anant Rajaram Parkar
75. „	Pradip Bappa Parkar
76. „	Sunil Dattaram Kargutkar
77. „	Naresh Maruti Sagvekar
78. „	Krishna Ganpat Poshe
79. „	Mangesh Sahadev Parkar
80. „	Sonu Arjun Posam
81. „	Shridhar Sudhakar Kargutkar
82. „	Shashikant Vithal Kargutkar
83. „	Dasharath Jagannath Mayekar
84. „	Ratnkar Vithal Kargutkar
85. „	Sudhakar Yeshwant Surve
86. „	Ramakant Bala Segvekar
87. „	Sawlaram Keshav Parkar
88. „	Shantsendar Damodhar Gavankar
89. „	Vilas Daji Sarang
90. „	Dinkar Dhaku Gadi
91. „	Nandakumar Keshav Kargutkar

Sl. No.	Name
92. „	Ramesh Narayan Segvekar
93. „	Dasharath Bhagwan Gavkar
94. „	Chandrakant Yeshwant Koyande
95. „	Ramdas Shivram Baldankar
96. „	Ravindra Govind Mhondnaik
97. „	Balu Narayan Natekar
98. „	Chondrakant Vishnu Nayekar
99. „	Devidas Dattaram Parkar
100. „	Mahadev Govind Mane
101. „	Sudhakar Narayan Sarang
102. „	Deelip Dhondu Ghade
103. „	Krishna Baghunath Patil
104. „	Prakash Laximan Parkar
105. „	Balu Laximan Dorkekar
106. „	Sunil Laximan Sarang
107. „	Shridhar Pandurang Bandhkar
108. „	Anant Sitaram Kuvre
109. „	Sudhakar Fakir Kargutkar
110. „	Dyaneshwar Kashinath Naivakar
111. „	Arvind Dattaram Parkar
112. „	Ashok Raghunath Parkar
113. „	Shashikant Raghunath Parkar
114. „	Ravikant Raghunath Parkar
115. „	Tukaram Leshwant Kargutkar
116. „	Goverdhan Sahadev Kargutkar
117. „	Damodhar Dhondu Nareckhar.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL, NO. II

Reference No. CGIT 2/43 of 1985

BETWEEN

Employer in relation to ABC & Sons Pvt. Ltd.

AND

Their Workmen

Terms of Settlement

1. That the workmen covered by the above Reference regret inconvenience caused to the Management on account of their action but say that that they indulged in the same as they were misguided.

2. The workmen state that they never intended to indulge nor will they indulge in future in any set of misconduct.

3. The Management has paid to the workman who have been suspended subsistence allowance. Subsistence allowance upto the date the workmen resume duties will be paid at the same rate as ordered by the Court in application Nos. IC-1/344 to 506 of 1984 being order dated 31-12-1984. The workmen have no claim for any wages in excuse of the said order dated 31-12-1984 for the said period of suspension.

4. The parties agree that domestic enquiry against Shri Chandrehas Dattaram Juvatkar shall be continued. The Union and the workmen concerned reserve their rights to challenge any adverse order if any arising out of the said domestic enquiry against him.

5. The Management agrees to withdraw the charge sheets in respect of all the workmen covered under the Reference except against Chandrehas Dattaram Juvatkar against whom the domestic enquiry would continue.

6. The workman covered under the Reference do not admit that they assaulted the two persons. The workers or the Union shall pay an amount of Rs. 1000 to the rehabilitation Centre for disabled persons and the Union shall produce the Receipt in proof thereof for the inspection of the management on or before 10th December, 1985 with a view to bring amicable relations between the Union and the Company. Mr. Rac on behalf of the Union undertakes to this Hon'ble Tribunal to pay the said amount. The parties agree that the said charge sheets would not be used to the prejudice of the workmen who are allowed to resume duties under this Settlement or earlier in case any disciplinary action is taken against any of them in future. The payment of Rs. 1000 shall not be construed as admission of guilt in any court of law.

7. The parties pray that as Award be made in terms of the said Settlement in respect of all the workmen and the Reference be disposed of accordingly.

Dated : This 26th November, 1985.  
For National Deck Workers Union  
Sd/- (K. M. Rao) Secretary,.....  
Sd/- (S. M. Dharap) Advocate,  
Witness : 1. Dattaram Koluckar,  
2. Mattaram B. Jadhav

For Ardenbir M. Curstjee,  
& Sons Pvt. Ltd.,  
Sd/-

(L. A. Dubabe)

MAWAGIKJ MHNCIER

Sd/- Shri R. S. Pai, Advocate

M. A. DESPANDE, Presiding Officer  
[No. L-31011/5/84-D-IV (A)]

कां०प्र० 57.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 11-12-85 की प्राप्त हुआ था।

[संख्या एन-12012/187/84-डी 2 (ए)]

के० जे० दी० प्रसाद, डेस्क अधिकारी

S.O. 57.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 11th December, 1985.

[No. L-12012(187)/84-D.II (A)]

K. Y. DYVA PRASAD, Desk Officer

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(22)/1985

#### PARTIES :

Employers in relation to the management of State Bank of India, Jabalpur (M.P.) and their workman Shri Bhagwandas Pandey represented through Shri P. C. Khare, Asstt. Secretary, State Bank of India Employees Union (Bhopal Circle), State Bank of India, Region No. 11, Regional Office, Marhatal, Jabalpur (M.P.)

#### APPEARANCES :

For workman—Shri D. P. Tiwari and Shri P. C. Khare,  
Shri S. K. Rao, Advocate.

For management—Shri G. C. Jain, Advocate.

INDUSTRY : Banking DISTRICT : Jabalpur (M.P.)  
AWARD

Dated the November 29th, 1985

In exercise of the powers conferred under Section 10(1) of the Industrial Disputes Act, 1947, the Central Government in the Ministry of Labour referred the following dispute for adjudication by this Tribunal, vide Notification No. L-12012/187/84-D.II (A) dated 23rd March, 1985 :—

“Whether the action of the management of State Bank of India, Jabalpur in terminating the services of Shri Bhagwandas Pandey, Sub-staff w.e.f. 30-4-84 is justified ? If not, to what relief is the workman concerned entitled ?”

2. Non-controversial facts of the case are that the workman is an Ex-army Service man and he was appointed as Watchman by the competent authority of the State Bank of India, Bhopal with effect from 27-2-1975. He continued his service until 22-11-1978 whereafter he had been stopped from working on the ground that he had been involved in a court case which was decided in his favour on 10-3-1980. On failing to get redress on his grievance through their Union which took up the matter before the Assistant Labour Commissioner (Central) Jabalpur and a settlement dated 23-10-1982 was arrived at. The workman was taken back in service as temporary Watchman with effect from 30-11-1982 at Katni Branch in pursuance of the settlement arrived at between the parties.

3. The case of the workman is that the workman submitted letters dated 31-10-1983, 7-11-1983 and 3-1-1983 seeking certain redresses. But instead of granting him the said benefits the management called him for interview in the Regional Office, Jabalpur on 27th February 1984, stating that he will be interviewed for selection of candidates for permanent absorption. However, he continued to be in service upto 30-4-1984 but vide letter dated 1-5-1984 he was asked to stop work and vide letter dated 5-5-1984 he was offered one month's salary and allowances in lieu of notice as compensation for 538 days service.

4. The workman again sought redress and approached the Assistant Labour Commissioner but the conciliation failed, hence this reference.

5. The case of the management is that the workman was initially appointed in purely temporary capacity. He was reinstated in purely temporary capacity. The letter of the management of his reinstatement was explicit and conditional that the appointment of the workman in permanent cadre will depend upon his being selected in the interview. The operative portion of the letter reads as under :—

“Your appointment in the permanent cadre will depend upon your selection in the interview which will be held for the purpose along with other similarly placed temporary employees.”

A temporary employee if found unsuitable to be absorbed in a permanent cadre can be retrenched as he does not meet the paramount requirement.

6. The workman interviewed for the post of permanent Watchman had put in 18 years in Army but he had no combat experience. He was of advance age of 47 years. He was, therefore, found unsuitable in interview to serve the Bank as Security Guard.

7. The short questions for decision are that whether the termination of the services of the workman Shri Bhagwandas Pandey with effect from 30-4-1984 is justified. If not to what relief he is entitled ?

8. The fact that the workman was employed as a temporary Watchman and the fact that he was reinstated with effect from 10-11-1982 vide settlement arrived at between the parties before the Asstt. Labour Commissioner (Central) Jabalpur dated 23-10-1982 (Ex. M/1) is not disputed.

9. The admitted terms of settlement dated 23-10-1982 are as under :—

“(1) It is agreed that Sri Bhagwandas Pandey S/o Ram Sundar Pandey, temporary watchman would be appointed in his original capacity within 10-11-1982, in any of the branches of the State Bank of India in the District of Jabalpur (M.P.).

(2) It is further agreed that his period of idleness would be treated as dies non.

(3) The parties will submit the report implementation of the settlement by 30-11-1982.”

The above admitted settlement clearly goes to show that it was not conditional that his appointment in permanent cadre will depend upon his being selected in the interview as alleged by the management. Letter alleged to have such a condition is neither produced nor proved. The only condition put forth in the settlement Ex. M/1 that the period of idleness would be treated as dies non. That question is no more relevant in the present reference.

10. It appears that the workman, contrary to the condition of dies non, sought to claim certain benefits accruing to him as a service condition for the period prior to his reinstatement. Perhaps this was not palatable to the authorities.

11. The main contention of the management is that since he did not qualify in interview for the selection to the permanent cadre (recruitment list filed) in view of the office circular No. PER-77 of 1976 (Ex. M/2). There was no justification for keeping him in the temporary nature of service.

12. Firstly the workman has challenged his interview as a mere farce to terminate his services. In this connection, it has been pointed out that his name for interview was subsequently added with the candidate for interview at serial No. 46 along with the Badli Watchman at serial No. 47. This contention is borne out from the interview list dated 27-2-1984 filed by the management. This list also shows that he was treated as a direct candidate and not as departmental candidate.

13. On behalf of the workman it has been contended that firstly he was reinstated in service in view of the settlement dated 23-10-1982 (Ex. M/1). Under Sec. 12(3) of the Industrial Disputes Act the settlement is still subsisting and binding on the parties.

14. Secondly in case the workman was not found suitable for permanent absorption he could have been continued in the capacity in which he was working as on the date of interview. There is substance in the above argument and the pleading of the workman. In fact, the management first wrote to the workman vide its letter dated 1-5-1984 informing him that the Regional Office, Jabalpur, is not in favour of reinterviewing the unsuitable candidates by giving him one more opportunity in the future test when conducted. This was in effect termination order terminating his services with effect from 30-4-1984. But perhaps realising its mistake and the legal consequences the management changed its stand in its letter dated 5-5-1984 whereby one month's salary and allowances were offered in lieu of notice and 15 days average pay of every completed year of continuous service and informing him that when permanent vacancy arises in future he will be informed and allowed to appear in the test and interview and preference will be given to him in place of new entrants. The workman declined the payment. It appears that nothing transpired thereafter and his services stand terminated.

15. Section 2(oo) of the I. D. Act 1947 defines 'Retrenchment' as under :—

"Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :—

- (a) voluntary retrenchment of the workman ;
- or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf ;
- or
- (c) termination of the service of a workman on the ground of continuous ill-health."

16. Admittedly the case of the workman does not fall in any of the exceptions (a) to (c) (ibid). His services were also not terminated by any disciplinary action. The words 'for any reason whatsoever' are the key words, as has been laid down in the case of State Bank of India Vs. N. S. Money (AIR 1976 SC 1111) that whatever the reason every termination smells retrenchment, otherwise by way of punishment inflicted by disciplinary action.

17. It is now well settled that retrenchment to be valid must be bonfide and not colourable exercise of power or as a result of victimization or unfair labour practice.

18. In the instant case a farce of interview under the colourable exercise of powers under departmental instruc-

tions are taken to victimize the workman, amounting to unfair labour practice.

19. In the circumstances of the case the workman is entitled to the reinstatement from 30-8-1984 with full back wages and all incillary reliefs. I answer the reference accordingly.

20. I, therefore, direct that the workman Shri Bhmagwan-das Pandey be reinstated from 30-8-1984 and be paid full back wages with all the incidental monetary and service benefits from that date within three months of this order with costs of Rs. 300 failing which the management will be liable to pay interest on the monetary benefits at the rate of 9% per annum.

V. S. YADAV, Presiding Officer

[No. L-12012/187/84-D. II (A)]

नई दिल्ली, 26 दिसम्बर, 1985

कां०प्रा० 58.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कार्पोरेशन बैंक लि०, हुबली के प्रबंधन से सम्बन्धित मिनीजकों और उनके कर्मचारों के बीच, प्रमुख में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10 दिसम्बर 1985 को प्राप्त हुआ था।

New Delhi, the 26th December, 1985

S.O. 58.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Corporation Bank Limited, Hubli and their workmen, which was received by the Central Government on the 10th December, 1985.

#### BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA, BANGALORE.

Dated this the 29th day of November, 1985

#### PRESENT :

Sri R. Ramakrishna, B.A., B.L.,—Presiding Officer.  
Central Reference No. 1 of 1981.

#### I PARTY :

Workmen represented by the Joint Secretary, Dharwad District Bank Employees' Association, 9, Corporation Building, Broadway, Hubli-580 020.

Vs.

#### II PARTY :

1. The Regional Manager, Corporation Bank Ltd., R. O. New Cotton Market, Hubli-20.

#### APPEARANCES :

For the I Party:—None present.

For the II Party:—Sri V. N. Apte, Advocate, Hubli-20.

#### REFERENCE :

(Government Order No. L-12011/9/80-D.II-A dated 20-1-1981).

#### AWARD

The Central Government after forming an opinion that an Industrial Dispute exists between the above parties has

referred the said dispute for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 on the following Schedule:-

### SCHEDULE

"Whether the action of the management of Corporation Bank Limited, Hubli in not paying the travelling allowance & halting allowance to their employees who are deputed to work from Hubli Branch to Dharwad Branch and Dharwad to Hubli Branch is justified? If not, to what relief are the workmen concerned entitled?"

2. The I Party represented by the General Secretary have filed their claim statement and contended that the II Party used to dispute its employees from Hubli to Dharwad and vice-versa connected to the Bank work and the distance is more than 20 kms, involving the incurring of substantial additional expenditure by the employees deputed from Hubli and Dharwad. It is further contended that the II Party has not provided any conveyance facilities and also not paying Conveyance Allowance, Travelling Allowance and Halting Allowance to meet the additional expenditure. The employee have to incur these expenditure to reach their deputed branch and also they have to spend for their tea, lunch, etc. and to return to their head quarters. The journey is cumbersome for lack of sufficient bus facilities and they have to wait for long hours and they to leave their house by minimum 2-1/2 hours before starting of the office hours and these inconvenience are not compensated and hence they are demanding from 1971 for payment of Conveyance etc., when they are deputed from Hubli to Dharwad or vice-versa.

3. They have further contended the II Party pays the conveyance charges for attending clearing work to its employees of some place of work. The distance between the place of work and the clearing is only about 3 to 4 kms, but the II Party is not ready to extend the benefit of Conveyance Allowance, Travelling Allowance and Halting Allowance to its employees for the subsequent days of deputation on the ground that Hubli and Dharwad is a Corporation area and that the employees are not entitled for these allowances. It is further contended that the II Party is treating the branches of its Bank situated at Hubli and Dharwad as separate areas for purpose of its banking business. The II Party collects commission on cheques/instruments drawn on banks branches which is a banking practice but for the purpose of payment of Conveyance Allowance the II Party is treating the branches situated at Hubli and Dharwad area which is not correct and illegal.

4. They have further contended that the Corporation Bank is one of the Nationalised Banks in India and the other nationalised banks situated at Hubli and Dharwad are paying the Conveyance Allowance, Travelling Allowance and Halting Allowance to its employees whenever they are deputed to meet the additional expenditure and even the non-nationalised Scheduled commercial banks are also paying some allowance for their deputation hence the action of the Corporation Bank in denying the benefit of these allowances is discriminatory in the eyes of law and also amounts to exploitation of employees and amounts to unfair labour practice. The I Party prays that the Party may be directed to pay Conveyance Allowance at 0.20 per km and Halting Allowance at Rs. 20 per day to its employees for their attending their banks work.

5. They have nextly contended that they are entitled to these allowances as provided in para 548 of Shastri Award and as per para 6.84(3) of Desai Award and under para 3(g) of the II Bipartite Settlement dated 8-11-1973. They have further contended the Bi-partite Settlement has not shown Hubli and Dharwad as one area and hence they prayed for an award directing the II Party to pay Conveyance Allowance at Rs. 6 and Travelling Allowance at Rs. 0.20 per km. and Halting Allowance at Rs. 20 per day for its employees who are deputed from Hubli to Dharwad and vice versa for banks work from 1971 and to pay the same to its employees whenever they are deputed from Hubli to Dharwad and vice versa for banks work.

6. The II Party in their counter statement have contended that this dispute is not an Industrial Dispute and therefore the order of reference is bad in law and void. They have further contended that three unions are operating in the II Party Bank and they are: (a) Corporation Bank Employees' Union, Bombay; (2) Corporation Bank Employees' Guild, Bangalore and (c) Corporation Bank Employees' Association, Calcutta and the unions at Bombay and Calcutta are affiliated to All-India Bank Employees' Association and the Guild to National Organisation of Bank workers. The II Party has recognised the Employees' Union, Bombay, as the sole bargaining agent since that union is on its roll majority of workmen and this recognised union have been accorded under the Code of Conduct & Discipline and under the terms of settlement dated 6-8-75 as per copy enclosed as Annexure 'A'. It is further contended that there is nothing to show on record that either the recognised union of workmen have passed any resolution or authorised General Secretary to take the cause of the employees as in the absence of which the General Secretary has no locus standi to raise the present dispute.

7. It is further contended that Hubli and Dharwad come under the same Municipal Corporation and under paragraph III(B) of the Settlement dated 8-11-73 between the Indian Banks' Association and the All-India Bank Employees' Association, no halting allowance or deputation allowance is payable where the workmen are travelling within the Municipal limits. Similarly, under para 548 of the Shastri Award, the demand for allowance for journeys from residence to place of work has been rejected. Hence it is clear that the employees are not entitled for any kind of allowance whenever they are deputed from one branch to another within the same Municipal limit, irrespective of the distance from one branch to another. Further, in Metropolitan Cities like Bombay, Madras, Calcutta where they have more than one Clearing House within the same Corporation limits, the employees are not paid any kind of allowance when they are deputed from one branch to another and this criterion holds good in the case of Hubli and Dharwad as well.

8. They have further contended that under the provisions of Bi-partite Settlement the House Rent Allowance to the Award Staff is paid at different rates based on the census figures of the respective places. As Hubli and Dharwad come under the same Municipal Corporation, the combined population of these cities have been taken into consideration for the purpose of determining the rates of House Rent Allowance at Hubli and Dharwad. If these two cities are to be treated separately, it is but natural that House Rent Allowance payable to employees working in these two cities will be at a lower rate. Therefore, the demand of the I Party for payment of Halting/Deputation Allowance is to be conceded by treating the aforesaid two places as separate cities, it is bound to introduce an incongruity in the Bi-partite Settlement.

9. It is further contended that under the Industry level settlement dated 8-11-73 the parties have distinctly agreed that if any doubt or difficulty arises regarding interpretation, the matter should be taken up only at the level of the Indian Banks' Association for discussion and settlement. As the present dispute relates to one of the agreed items of the aforesaid settlement, it is incumbent upon the I Party to approach its affiliated body to take up these matters with the Indian Banks' Association for discussion and settlement. This provisions has been introduced in the settlement with a view to facilitating quicker settlement of disputes without resorting to adjudication. Hence the I Party have not made out any case and hence the reference is liable to be rejected.

10. After filing of the statements, the II Party have contended by filing a memo dated 4-6-82 that in view of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, the entire undertaking of the Corporation Bank Ltd., have transferred and vested in the corresponding new bank viz., Corporation Bank and in view of Sec. 5(1) of the said Act the Corporation Bank Ltd., cannot discharge its liabilities and the Corporation Bank is a necessary party to the dispute.

11. In view of this stand taken by the II Party, the I Party have filed an application for impleading the Regional

Manager, Corporation Bank as a II Party in place of Corporation Bank Limited. On this application a separate order has been passed by my predecessor implementing the Regional Manager of the Corporation Bank as the II Party-A and also dismissed the application dated 15-10-82 filed by the Regional Manager to delete the impleading as a necessary party.

12. Since the parties have been asked to adduce their evidence on the points of dispute, no additional issue has been framed. The II Party to justify the stand taken by them have not adduced any oral evidence and the counsel for the II Party submitted before this Tribunal that the counter statement and the documents filed by them should be treated as their evidence. In view of this, the I Party has been directed to lead their rebuttal evidence and in spite of several opportunities and Court notices they have failed to appear and justify their demand. In view of this situation, after hearing the arguments by the learned counsel for the II Party the dispute is reserved for an award on 29-10-85. Even after this date, the I Party have not approached this Tribunal nor made any application for re-opening the case and hence this Tribunal is compelled to proceed in passing an award.

13. The learned counsel for the II Party Sri V. N. Apte has submitted that the employees will be deputed temporarily only on occasions when there is shortage of hand due to unforeseen contingencies and such an event occurs, the Bank is meeting the normal expenses for going over to another branch, hence the contention of the I Party to pay the allowances as requested by them is not legally sustainable. The learned counsel further submitted that the deputation allowance is admissible only if a person is deputed to work outside the Corporation area and since Hubli and Dharwad is coming under a single Corporation, the I Party is not entitled to claim a separate fixed allowance for its temporary deputation. The learned counsel further submitted that the Bank is, as a good gesture is meeting the normal expenses and above that the employees are not entitled to claim a separate allowance. The learned counsel brought to the notice of this Tribunal to para 548 of the Sastry Award and para 6.8(4) of Desai Award and submitted that they are fulfilling para 548 of the Sastry Award by meeting the expenditure which was legitimately incurred as a T.A. and the question of halting allowance arise only if an employee is asked to halt at the deputed place for continuing of work and such a question is not arisen here as the deputation are for a single day and in some other cases the employee is not expected to stay in the deputed place in view of the short distance from Hubli to Dharwad and vice versa.

14. Against this submission, the I Party have not placed any material about their entitlement to claim the allowance as prayed by them and they have also not shown the hardship causing them due to this deputation. Hence I make the following award:—

#### AWARD

The action of the management of Corporation Bank Limited, Hubli in not paying the travelling allowance and halting allowance to their employees who are deputed to work from Hubli Branch to Dharwad Branch and Dharwad to Hubli Branch, is justified. The parties shall bear their own costs.

R. RAMAKRISHNA, Presiding Officer.

[No. 12011/980-D. II AD. IV (A)]

K. J. DYVA PRASAD, Desk Officer.

नई दिल्ली, 24 दिसम्बर, 1985

कां० प्र० 39—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व खातवा कोवि-यारी मेसर्स ई०सी०एल० के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-85 को प्राप्त हुआ था।

New Delhi, the 24th December, 1985

S.O. 59.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Khandra Colliery of M/s. Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 13th December, 1985.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 36 of 1984

#### PARTIES :

Employers in relation to the management of Khandra Colliery of M/s. ECL

AND

Their Workmen.

#### PRESENT :

Shri Justice N. G. Chowdhury, Presiding Officer.

#### APPEARANCES :

On behalf of Employers—Shri B. N. Lala, Advocate.

On behalf of Workmen—None.

STATE : West Bengal.

INDUSTRY : Coal.

#### AWARD

By Order No. L-19012(82)/83-D.IV(B) dated 31st July, 1984, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Khandra Colliery of M/s. E.C. Ltd. in terminating the services of Shri Ashoke Sahis, wagon loader w.e.f 5-8-81, is proper and justified? If not, to what relief is the workman concerned entitled?"

2. The case is called for hearing today. Shri Lala appears for the management submitted that an Award be passed in accordance with the memorandum of settlement filed earlier, i.e. on 28-2-1985. I have gone through the memorandum of settlement and find it reasonable and for the benefit of the parties. I, therefore, accept the same and pass an 'Award' in terms of the said memorandum of settlement which will form part of this Award as Annexure 'A'.

This is my award.

Dated, Calcutta,

9th December, 1985.

#### ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA

Reference No. 36 of 1984

#### PARTIES :

Employers in relation to the management of Khandra Colliery of Eastern Coalfields Limited.

AND

Their workmen.

The humble joint petition of both the parties, herein concerned, most respectfully sheweth:—

(1) That the above matter is pending adjudication before the Hon'ble Tribunal and the matter has not been heard as yet.

(2) That in the meantime, both the parties mutually discussed the instant matter and have come to an amicable settlement on the following terms :

- (i) That Shri Ashoke Sahis, Casual wagon loader, the workman herein concerned will be allowed to resume work as a casual wagon loader within 15 days from the date of this settlement becomes effective and the said workman will be offered job as and when available.
- (ii) That the concerned workman shall have no claim for any back wages, or benefits whatsoever for any period from 5-8-1981 to the date the concerned workman resumes duty as per this settlement.
- (iii) That by this settlement the instant matter is fully and finally resolved.
- (iv) That this settlement shall be effective as from the date this settlement is accepted by the Hon'ble Tribunal as fair and proper and the Hon'ble Tribunal passes an Award in terms of this settlement.
- (3) That both the parties pray that the Hon'ble Tribunal may be pleased to accept this settlement as fair and proper and may be further pleased to pass an Award in terms of this settlement.

And for this act of kindness, both the parties, as in duty bound, shall ever pray.

Date this the 21st of February, 1985.

Sd/-

For and on behalf of the workman.

Sd/-Illegible

For and on behalf of the Employer.

Sd/-

S. N. SAIGAL, Dy| P.M. (IR)  
21-2-85

N. G. CHOUDHURY, Presiding Officer  
[No. L-19012(82)/83-D-IV(B)]

कां० 60.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार व सीतारामपुर सब एरिया मेसर्स इन्डस्ट्रियल्स, डाक सीतारामपुर (बर्दवान) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-85 को प्राप्त हुआ था।

S.O. 60.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Sitarampur Sub-area of Eastern Coalfields Ltd., P.O. Sitarampur (Burdwan) and their workmen, which was received by the Central Government on the 13th December, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
AT CALCUTTA

Reference No. 13 of 1980

PARTIES :

Employers in relation to the management of Sitarampur Sub-area of Eastern Coalfields Ltd. P.O. Sitarampur, Dist. Burdwan

AND

Their Workmen.

PRESENT :

Shri Justice N. G. Chowdhury, Presiding Officer.

APPEARANCES :

On behalf of Employers—Shri B. N. Lala, Advocate.

On behalf of Workmen—Shri Phani Ghosh, representative of the Union.

STATE : West Bengal.

INDUSTRY : Coal.

1281 GI/85—8

## AWARD

By Order No. L-19012(63)/78-D-IV(B) dated 2nd February 1980, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Sitarampur sub-area of Eastern Coalfields Limited, P.O. Sitarampur District Burdwan in refusing the grade Technical 'A' to Shri P. N. Mondal with effect from 31st January, 1974 was justified. If not, to what relief is the concerned workman entitled?"

2. The joint memorandum of settlement was filed by the parties concerned before this Tribunal on 7th June, 1985. The settlement is put up today before me for recording the same. Both sides pray that an award be passed in terms of settlement as embodied in the compromise petition dated 7-6-1985. I have gone through the terms of settlement. The settlement is fair and proper and for the best interest of both the parties. I accept it and pass an award in terms thereof. The reference case is thus disposed of in terms of settlement filed before me.

The Compromise petition shall form part of this Award and marked Annexure "A".

This is my Award.

Dated, Calcutta,  
The 3rd December, 1985.

N. G. CHOWDHURY, Presiding Officer  
[No. L-19012(63)/78-D-IV(B)]  
R. K. GUPTA, Desk Officer

## ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA

Reference No. 13 of 1980

PARTIES :

Employers in relation to the management of Sitarampur sub-area of Eastern Coalfields Ltd.

AND

Their Workman.

Joint Petition of Compromise

The humble joint petition of both the parties herein concerned most respectfully sheweth:

1. That the above matter is fixed for hearing.

2. That the parties, in the meantime, negotiated the instant matter and without prejudice to the contentions of the parties made in their written statement submitted before the Hon'ble Tribunal, have come to an amicable settlement of the instant matter on the following terms :—

(1) That Sri P. N. Mondal, the workman herein concerned, will be deemed to have promoted to special Grade clerk with effect from 2-2-1980 the date of the order of reference notionally and accordingly his basic pay will be notionally fixed in the special grade clerical and thereafter on notional calculation his basic pay will be ascertained as on 1-6-1984 in the Special Grade Clerical.

(ii) That the actual payment of wages to the concerned workman on the aforesaid notional promotion as said in the foregoing paragraph will begin from the month of June 1984 and prior to that for any past period, the workman shall have no claim whatsoever for any arrear payment arising out instant settlement and the notional promotion deemed to have been made as on 2-2-1980, but his seniority in the Grade will be counted as from 2-2-1980.

- (iii) That this settlement will be effective as on the date, the Hon'ble Tribunal accepts this settlement as fair and proper and passes an Award in terms of the settlement.

3. That both the parties pray that Hon'ble Tribunal would be graciously pleased to accept this settlement as fair and proper and would be further pleased to pass an Award in terms of this settlement.

And for this act of kindness, both the parties, as in duty bound shall ever pray.

Dated this the 7th day of June, 1985.

Pramatha Mondal,  
Vice-President  
CMU (INTUC)  
For and on behalf of  
the workman.

For and on behalf of  
the employer

S. K. SRIVASTAVA, Agent  
N. G. CHOUDHURY, Presiding Officer  
[No. L-19012(63)/78-D-IV(B)]  
R. K. GUPTA, Desk Officer

नई दिल्ली, 24 दिसम्बर 1985

का०मा० 61.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डियन आयरन एंड स्टील कॉर्पोरेशन की नूनदिह जीतपुर कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न० 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 9-12-1985 को प्राप्त हुआ था।

New Delhi, the 24th December, 1985

S.O. 61.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Noonidih Jitpur Colliery of Messrs Indian Iron and Steel Co. Ltd., and their workmen, which was received by the Central Government on the 9th December, 1985.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 24 of 1984

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Noonidih Jitpur Colliery of M/s. Indian Iron Steel Co. Ltd. and their workmen.

APPEARANCES :

On behalf of the employers—Shri R. S. Murthy, Advocate.

On behalf of the workmen—Shri J. P. Singh, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 29th November, 1985

#### AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(27)/84-D.III(A) dated the 7th June, 1984.

#### SCHEDULE

"Whether the demand of Indian National Coal Mines Engineering Workers' Association for employment of Shri Nand Kishore Prasad, S/o. Late Shri Kishun Dasad, a workman of the Noonidih Jitpur Colliery of M/s. Indian Iron and Steel Co. Limited, who died following an accident in the Colliery during 1971, is justified? If so, to what relief is Shri Nand Kishore Prasad entitled?"

The case of the workmen is that late Shri Kishun Dasad was appointed in Noonidih Jitpur Colliery as permanent permanent mazdoor on 1-1-64. He met with a serious accident while working underground in 16A seam on 4-8-71. He was sent to the Central Hospital, Dhanbad for treatment but he died in the hospital on 9-8-71 as a result of the injury he had received during the said accident. The said late Kishun Dasad left behind him his wife Somari Devi and three sons namely Nand Kishore Prasad, Mahendra Prasad and Manoj Kumar at the time of his death. Somari Devi approached the management to provide her with some job. But no employment was given to her and she was assured that her eldest son Nand Kishore Prasad will be provided with a job when he attains majority. In 1980 when Shri Nand Kishore Prasad was aged about 19 years, the union took up the case of his employment in place of his deceased father late Kishun Dasad. There was some defect in the application by which an industrial dispute was raised by the union and as some hopeful assurance given by the management, the said industrial dispute was dropped. Thereafter when no fruitful result was in sight the present industrial dispute was raised which on failure before the conciliation machinery was referred for adjudication by this Tribunal. The dependants of many workmen who died as a result of accident while in employment were given employment by the management. Shri Suresh Singh, Shri N. Chakravorty and Shri Brihaspati Mandal were given employment when their father died in accident while working. The management of IISCO Ltd. had issued a circular dated 26-3-73 stating that employment will be provided to the dependent of the victim of the accident. It was not correct to say that the management of IISCO, were providing employment to the dependents of the employees consequent upon the provision made in NCWA-II in 1979. The management of IISCO, even before nationalisation had given employment to the dependents of the victims of accident on humanitarian ground. On the above plea it is submitted that Nand Kishore Prasad, son of late Kishun Dasad, should be given employment by the management.

The case of the management is that the dispute is not an industrial dispute within the meaning of Section 2(k) of the I.D. Act. Shri Nand Kishore Prasad is not a workman within the definition of Section 2(s) of the I.D. Act and there is no relationship of employer and employee between him and the management. It is admitted by the management that late Kishun Dasad was appointed in Jitpur Colliery as General Mazdoor from 8-1-61 and he was fatally injured while on duty on 4-8-71 as a result of which he died in the Central Hospital, Dhanbad on 9-8-71. At the said time IISCO was a private company under the managing Agent M/s. Martin Burn Ltd. It was taken over by the Central Government in the year 1972. There is no policy of the erstwhile company to provide employment to any dependent of the deceased employee in case he died while in service. It was for the first time in the year 1973 that the management agreed in a union management meeting that the next of kin of the employee who died in the mine accident shall be given employment by the Company. The said decision was applicable for the particular mine explosion which took place in the year 1973. The matter of employment of the dependant of late Kishun Dasad was taken up by RCMS for the first time in the year 1980 and again in 1981. The management had stated at that time that the details of the case will be checked up before any decision is taken and subsequently the details were checked and it was found that the case was not covered by the Company's policy. The system of providing employment to the dependent of deceased employee who died in accident was introduced for the first time in the Coal Industry in NCWA-II in 1979 and since then the management are guided by the provision of the said agreement. It is submitted on behalf of the management that on the facts stated above, the demand of

Indian National Coal Mines Engineering Workers Association for employment of Nand Kishore Prasad son of late Kishun Dusad is not at all justified.

The only point for decision is whether Nand Kishore Prasad is entitled for employment as son of late Kishun Dusad who died in an accident while on work of the management.

The workmen have examined 6 witnesses and the management have examined one witness in support of their respective cases. The workmen have produced documents which have been marked Ext. W-1 to W-11. The documents produced on behalf of the management have been marked Ext. M-1 to M-2/2.

It is the admitted case of the parties that late Kishun Dusad father of Nand Kishore Prasad was working in Jitpur Colliery since 1961 and that he was fatally injured while on duty on 4-8-71 and that he died in the Central Hospital Dhanbad on 9-8-71.

The next question is whether the management was providing employment to the dependents of the workmen who died while on duty.

Admittedly, there was no circular or any rule of period prior to the death of late Kishun Dusad to show that the management had agreed to give employment to the dependent of a deceased workman who died while on duty. The workmen have referred to the minutes of a meeting between the management of IISCO, Noonidih Jitpur colliery and the representative of the union on 27-3-73 which was in respect of the various matters arising out of the accident that occurred on 18-3-73. It will thus appear that this minutes Ext. W-11 was of 27-3-73 i.e. about one and half year after the death of Kishun Dusad. It appears from item No. 4 of Ext. W-11 that it was agreed in the meeting to provide employment to one of the dependant of the deceased provided the candidate given an undertaking in writing that he shall support the family of the deceased. This agreement which appears was arrived at exclusively in the matter of death of employees which took place in the accident dated 18-3-73 and it does not appear from this that there was such a provision or agreement between the workmen and the management for giving employment to the dependent of an employee who died while at work prior to 27-3-73. The provision for giving employment to the dependent of workmen who died while performing his duties was first introduced in clause 10.4.1 of NCWA-II which came into effect from 1-1-79. There was no such agreement or provision made earlier either in the Wage Board Recommendation or any other circular or letter of the management. Thus we do not find any provision at the time when Kishun Dusad died, that a dependent of an employee who died while at work will be provided with a job by the management.

The workmen have tried to show that the management was providing job to the dependent of an employee who died in accident while at work. It is admitted by the management that they did provide employment to the workmen who died in a major accident in the year 1973. The said employment was given to the dependent of the deceased employee in accordance with the agreement arrived at between union and the management vide Ext. W-11 in 1973. WW-2 Budhan Mandal has stated that his brother Brihaspati Mandal was working as a miner in Jitpur Colliery died in May, 1971 in an accident while working and as he had no issue WW-2 was taken in employment by the management. In his cross-examination he has stated that he has no paper with him to show that he was given employment as a dependent of Brihaspati Mandal. He has admitted that he has not seen any paper of the management to show that the dependent of a workman dying in accident while at work used to get employment after his death. He has also stated that about 1000 to 2000 persons were appointed in Jitpur Colliery in the year, 1971-72. Thus it cannot be said that the appointment of WW-2 was actually as a dependent of Brihaspati Mandal or he was appointed in a regular way. Identity card of WW-2 Budhan Mandal is Ext. W-1. The workmen have made the date of appointment of Budhan Mandal in Ext. W-1, most suspicious. The identity card Ext. W-1 is a photo copy but the date of appointment is written in ink and the same is not the photo copy of the original identity card. The original identity card of Budhan Mandal has not been filed. It is clear therefore that the date of appointment

noted in it as 14-12-71 is just to support that Budhan Mandal was appointed in the year 1971. WW-3 Shri Shrinath Singh has stated that his Sarhu Suresh Singh working in Jitpur Colliery died in August, 1971 in an accident while working in 16A Seam and thereafter Anandi Singh a younger brother of Suresh Singh was appointed in place of Suresh Singh who died without any issue. In his cross-examination he has stated that he has no paper regarding the appointment of Shri Anandi Singh. WW-3 had no knowledge about the appointment of about 1000 persons in Jitpur Colliery in 1971 and 1972 when many outsiders were employed. Anandi Singh who is said to be appointed in place of Suresh Singh has not come forward to say that he was given employment as dependent of Suresh Singh. There is no other evidence to show that the management had given employment to the dependent of employee who died while at work.

Ext. W-3 dated 26-3-73 is a letter from the Custodian to Mrs. Anna Khatoon whose husband had died in accident in Jitpur Colliery. It shows that she was given ex-gratia payment of Rs. 500 and that the Custodian had given instruction to the Chief Mining Engineer to find out if any permanent solution can be offered by way of providing employment to another member of her family who will support her through his earning. This is in conformity with the agreement Ext. W-11 in which the custodian was a party to the agreement. Thus this Ext. W-3 does not lead us to any period prior to the agreement of the management and the union arrived at in March, 1973.

There is another document Ext. M-1 which is a minutes of the meeting held on 11-9-81 between the management and the union. Item No. VII deals with the employment of dependent of late Kishun Dusad and late Bisheswar Bhuia. It further shows that this point was dropped by the union except the case of Kishun Dusad which was to be re-examined by the management. Admittedly, RCMS had raised the dispute earlier. Ext. W-9 dated 29-11-83 is the reply submitted by the management before the ALC(C), Dhanbad during the conciliation in which it is stated that there was no provision at the material time to provide employment to the dependent of an employee if he died while in service due to some accident.

Thus on consideration of the above facts it appears that there was no provision for giving employment to the dependant of an employee who died while at work in an accident at the time when Kishun Dusad died.

Admittedly Nand Kishore Prasad son of late Kishun Dusad was a minor at the time of death of late Kishun Dusad. WW-6 is Nand Kishore Prasad. He has stated that he was aged about 7 years when his father died. WW-1 Somari Devi, wife of late Kishun Dusad, has also stated that her eldest son Nand Kishore Prasad was aged about 8 years at the time of death of her husband. It is clear therefore that Nand Kishore Prasad was a minor at the time of death of Kishun Dusad and that no employment could be given to him by the management because of his minority even if there was any provision for giving employment to the dependent of workman who died in accident while at work. The present dispute has been raised in the year 1983 by the Coal Mines Engineering Workers Association. It is admitted that previously the matter for giving employment to Nand Kishore Prasad had been raised by RCMS in the year 1981 but there was no decision of the matter. No industrial dispute had been raised prior to 1981. It is clear therefore that the present dispute has been raised after a period of about 10 years. On the above facts the question arises whether the giving of employment to the dependent of deceased employee can be deferred for a period of about 10 to 12 years and that the employment can be demanded when a minor attains majority. In my opinion even the provision of NCWA-II do not speak of giving deferred employment to the dependents of deceased employee. In my opinion the matter of giving employment has to be taken soon after the death of an employee and the employment should be given to the dependant at an early date so that the distressed family may continue to have their livelihood.

It will appear that Shri Kishun Dusad died when IISCO was a private Co. under the managing agents of M/s. Martin Burn Ltd. The said Co. was taken over by the Central Government in the year 1972. As the said company had no agreement, rule or practice to appoint the dependent of an employee dying in accident while at work the present management was not liable to give employment to the dependant of a deceased employee of the erstwhile management.

In view of the discussion made above I hold that the demand of Indian National Coal Mines Engineering Workers' Association for employment of Shri Nand Kishore Prasad, S/o Late Shri Kishan Dosad, a workman of the Noonidih Jitpur Colliery of M/s. Indian Iron and Steel Co. Ltd. who died following an accident in the Colliery during 1971 is not justified. Consequently the workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. L-20012(27)/84-D.III (A)]

नई दिल्ली, 26 दिसम्बर, 1985

कां० 62.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत कोकिंग कोल लि० की धर्मबांध कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं० 2, धनबाद के पंचाट को प्रकाशित करती है।

New Delhi, the 26th December, 1985

S.O. 62.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dharmaband Colliery of Messrs Bharat Coking Coal Limited and their workmen.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT :

Shri I. N. Sharma, Presiding Officer.

Reference No. 2 of 1984

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

#### PARTIES :

Employers in relation to the management of Dharmaband Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES :

On behalf of the workmen : Shri B. K. Ghosh, Member, Executive Committee, Janta Mazdoor Sangh.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar INDUSTRIAL : Coal

Dhanbad, the 25th November, 1985

#### AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(11)/84-D. III(A), dated the 18th June, 1984.

#### SCHEDULE

"Whether the action of the management of Dharmaband Colliery of M/s. Bharat Coking Coal Ltd., in demoting Shri Haroo Pandey from Category-V to category-IV and allowing Shri S. K. Dey who is junior to Shri Haroo Pandey to continue in Category-V is justified ? If not, to what relief is Shri Haroo Pandey entitled ?"

The case of the workmen is that the concerned workman Shri Haroo Pandey, Electrician of Dharmaband Colliery, was upgraded from Category IV to Category V as per recommendation, after his test by duly constituted trade test committee. The order of his upgradation was communicated to him by the General Manager Area No. III under his letter dated 19/20-12-82, copies of which were endorsed to the Agent/Manager, Dharmaband Colliery and the same became effective from 1-11-82. The Manager Dharmaband Colliery withdrew the order of said upgradation by the Office order dated 25-5-83/1-6-83 as per direction of the General Manager. It was stated that the upgradation of the concerned workman to Category V was due to clerical mistake but the said demotion of the concerned workman from Category V to Category IV is virtually a demotion of the concerned workman. Office order to demote the concerned workman attributing the upgradation to clerical error is misconceived and discriminatory. Shri S. K. Dey another Electrician of Dharmaband Colliery who was junior to the concerned workman in Category IV was also upgraded to Category V along with the concerned workman with effect from 1-11-82. The said Shri S. K. Dey has been allowed to continue in Category V but the concerned workman has been demoted to Category IV on fictitious ground. The said action of the management in demoting the concerned workman from Category V to Category IV is discriminatory and unjustified. The present reference relates to a dispute on account of demotion of the concerned workman from Category V to Category IV and it does not relate to a claim from promotion. The promotion of the concerned workman was effected not on consideration by the D.P.C. but it was upgradation to Category V from Cat. IV by a duly constituted trade test committee. The said trade test committee examined the concerned workman and recommended for his promotion which was accepted by the General Manager of the Area. On the above plea it is prayed that the action of the management is unjustified and that award be passed in favour of the concerned workman reinstating him in the upgraded Category V with the difference of wages.

The case of the management is that the promotion is the management function and no, workman can claim for promotion as a matter of right, he promotion are guided by the rules of promotion framed by the management. Any promotion done contrary to the rules of promotion is liable to be set aside by the court as well as the management. The promotion of workman belonging to Electrical and Mechanical Cadre are decided according to the rules of promotion fixed for electrical and mechanical cadre. If a workman gets promotion to higher category from a lower category by circumventing the rules of promotion, his promotions is illegal and is liable to be set aside and the action of the management cannot be challenged by the workmen on that account. The concerned workman was promoted from the post of Electrical helper in Category III to Electrician in Category IV in September 1980. According to the cadre scheme he could be considered for promotion to Category V only after completion of 3 years of service as Electrician in Category IV i.e. after September, 1983. Thus the concerned workman was not eligible for promotion in Category V in the year 1982. The D.P.C. constituted in the year 1982 considered the case of the concerned workman for his promotion from Category IV to Category V and was promoted to Category V with effect from 1-11-82. He had by then completed only two years of experience in Category IV by 1-11-82 and as such he was not eligible to be considered for promotion to Category V. As there was mistake in the promotion of the concerned workman to Category V, the same was corrected by cancelling his promotion in Category V. Shri S. K. Dey was senior to be concerned workman and he was promoted to Category V only after he had completed 3 years of service in Category IV. It is not a case of demotion of the concerned workman from Category V to

Category IV and it is a case of cancellation of illegal and void order. It is submitted that the concerned workman is not entitled to any relief.

The only question to be determined in this reference is whether the demotion of the concerned workman from Category V to Category IV, was justified.

The management has examined one witness in support of its case. The workmen however, have not examined any witness. However, the workmen have produced documents which have been marked Ext. W-1 to W-3. The documents produced on behalf of the management have been marked Ext. M-1 to M-8.

The main difference between the parties is whether the placing of the concerned workman from Category IV to Category V was a promotion in accordance with the promotion scheme of the management or whether it was a case of selection by trade test committee. It is true that in accordance with the promotion scheme the concerned workman could not have been promoted from Category IV to Category V as he had not completed three years of experience in Category IV at the time he was placed in Category V. Admittedly the concerned workman was promoted to Category IV vide officer order dated 15-9-80, Ext. W-3. He had not completed three years of service in Category IV when he was upgraded to Category V vide Ext. M-3 dated 20-12-82. The case of the workmen is that his was not a case of promotion by the D.P.C. in accordance with the promotional scheme but was a case of selection to Category V by a duly constituted trade test committee after examining him.

Ext. M-3 dated 20-12-82 is the letter addressed to the concerned workman under the signature of the General Manager, Govindpur Area, which shows that the duly constituted trade test committee after examining him recommended for his promotion from Category IV to Category V and accordingly he was upgraded to Category V as Electrician and that the said promotion was to take effect from 1-11-82. Ext. M-7 is the selection list of electrician in Category V and VI posted in different colliery as adjusted suitable by the trade test committee for promotion/categorisation to higher category/proper category after trade test held from 22-7-82 to 6-9-82. Ext. M-3 is the letter of upgradation to Category V issued to the concerned workman on the basis of the trade test Ext. M-7. Ext. M-1 is the Cadre scheme for promotion. It will appear that for the post of Category III, IV, V VI and supervisory grade-C, the D.P.C. is to consist of the Area Manager (Technical) one colliery Manager, one colliery engineer, Area Manager (E&M), Senior Accounts Officer and Deputy Personnel Manager/Sr. P.O. On perusal of Ext. M-7 it will appear that the members of the trade test committee are not the same as the members which constitute the D.P.C. This also shows that Ext. M-7 by which the concerned workman was upgraded to the Category V was not done by the D.P.C. but it was done by the trade test committee. It is clear therefore that it was not a case of promotion of the concerned workman from Cat. IV to Cat. V by the D.P.C. under the promotion scheme but it was entirely a selection made from different collieries by the trade test committee after trade test held for several days. Thus the management's main contention that it was a case of promotion of the concerned workman from Category IV to Category V under the promotion scheme of the management is not correct and it has to be held that the concerned workman was upgraded to Category V after test and examination by the trade test committee. MW-1 is working as a Clerk in the Personnel Department. He has stated that K.M.P. Union has complained as to how the concerned workman was promoted to Category V when he had not completed the minimum experience of three years in Category IV. The management has produced Ext. M-4 from which it appears that the representative of K.M.P. union had pointed as to how the concerned workman was promoted in Category V in 1982 when he was promoted as Electrician in Category IV in 1980. It is stated by the Personnel Manager in this letter that at the time of trade test the committee was given information that the workman had already completed three years in Category IV and that the same should be checked. Ext. M-5 is a letter by the General Manager, Govindpur Area which shows that due to clerical mistake the case of the concerned workman was considered for upgradation to Category V though he was not eligible for upgradation on 1-11-82 and therefore it was decided to cancel the order in respect of

the concerned workman with immediate effect. Ext. M-6 is the office order dated 25-5-83 by which upgradation of the concerned workman was withdrawn with immediate effect as the upgradation was due to clerical mistake. I have already discussed that the placing of the concerned workman to Category V was not a promotion in accordance with the promotion policy by the D.P.C. but it was a fresh selection from the workman of the collieries by the Trade test committee and as such it does not appear that the order of upgradation of the concerned workman from Category IV to Category V was wrong or was by mistake.

The case of the workmen, further, is that there has been a discrimination in the case of the concerned workman as Shri S. K. Dey who was ordered to be upgraded along with the concerned workman from Category IV to Category V has not been cancelled although Shri Dey was junior to the concerned workman in Category IV. MW-1 has stated that there was no verification in respect of Shri S. K. Dey regarding his date of promotion in Category IV which has been shown in Sl. No. 12 of Ext. M-7. He has further stated that Shri S. K. Dey was promoted from Category III to IV with effect from 21-11-80. Ext. W-1 dated 14-1-81 is an office order under the signature of the Manager which shows that Shri S. K. Dey was promoted as Electrician in Category IV with effect from 21-11-80. Ext. W-3 dated 15-9-80 shows that the concerned workman Shri Haroo Pandey was placed as Electrician Category IV with effect from 15-9-80. It is therefore clear that Shri S. K. Dey was junior to the concerned workman in Category IV and as such Shri S. K. Dey also had not completed 3 years experience in Category IV when he was upgraded in Category V along with the concerned workman. The fact that Shri S. K. Dey was junior to the concerned workman in Cat. IV and was upgraded along with the concerned workman in Cat. V but even then Shri S. K. Dey has been retained in Cat. V whereas the concerned workman has been demoted to Cat. IV shows that management has highly discriminated between the two employees. The promotion of both of them could have been cancelled by this Court for re-consideration by the management but this Tribunal is not going to take such step as actually it is not a case of promotion but is a case of upgradation by selection by the trade test committee and as such I do not feel cancelling the upgradation of S. K. Dey. As there has been discrimination in the case of the concerned workmen and his demotion to Cat. IV from Cat. V does not be justified, the management has to reinstate him in Cat. V from the date he has been demoted to Cat. IV and he is also entitled to the difference of wages for the said period.

In the result, I hold that the action of the management Dharmaband Colliery of M/s. B.C.C. Ltd. in demoting the concerned workman Shri Haroo Pandey from Cat. V to Cat. IV is not justified. Consequently, the management is directed to upgrade the concerned workman to Cat. V from the date of demotion to Cat. IV and to pay him the difference of wages for the said period.

This is my Award.

Dated : 25-11-85.

I. N. SINHA, Presiding Officer  
[No. L-20012(11)/84-D-III. A]

A. V. S. SARMA, Desk Officer

नई दिल्ली, 27 दिसम्बर, 1985

कां० प्रा० 63.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सिगरेटो कोलरीज कम्पनी लिमिटेड, कोठागुडम (प्रा० प्रा०) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच के अनुवाद में निहित औद्योगिक विवाद में औद्योगिक प्रधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 दिसम्बर, 1985 को प्राप्त हुआ था।

New Delhi, the 27th December, 1985

S.O. 63.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Andhra Pradesh Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of Messrs Singareni Collieries Company Limited, Kothagudem (A.P.) and their workmen, which was received by the Central Government on the 11th December, 1985.

[No. L-22011(46)/83-D.III (B)]

HARI SINGH, Desk Officer

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)  
AT HYDERABAD**

Industrial Dispute No. 23 of 1984

**BETWEEN**

The Workmen of Singareni Collieries Company Limited,  
Kothagudem, Khammam District, A.P.

**AND**

The Management of Messrs Singareni Collieries Company  
Limited, Kothagudem, Khammam District (A.P.)

**PRESENT :**

Sri J. Venugopala Rao, Industrial Tribunal.

**APPEARANCES :**

Sri D.S.R. Varma, Advocate—for the Workmen.

Sri K. Srinivasa Murthy, Advocate—for the Management.

**AWARD**

The Government of India, Ministry of Labour and Rehabilitation by its Order No. L-22011/46/83-D.III (B) dated 21-3-1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Messrs Singareni Collieries Company Limited, Kothagudem and their workmen to this Tribunal for adjudication.

"Whether the management of Messrs. Singareni Collieries Company Limited, Kothagudem are justified in reverting Shri Mohd. Yacoob Ali from the post of Chemist to his substantive post of General Mazdoor (Category II) vide their Office Order dated 7/9-4-1983? If not, to what relief is the workmen concerned entitled?"

This reference was registered as Industrial Dispute No. 23 of 1984 and notices were issued to the parties.

2. The Workman of Singareni Collieries filed a claims statement to the following effect. It is mentioned that Sri Mohd. Yacoob Ali, General Mazdoor (Ex-Chemist) Central Workshop, Singareni Collieries Company Limited, Kothagudem was working at V. K. No 7 Incline from 23-2-1976 and he was called for interview and selected for the post of General Mazdoors at Central Workshop from 1-7-1977. He was posted to work in Chemical Laboratory being promoted to Category II wages and posted to work at the same place with effect from 17-7-1980. Sri Mohd. Yacoob Ali was attending to the jobs like day to day analysis of steel and other non-ferrous analysis of various metal which is jobs are generally attended by Chemists. He is continuously working as Chemist in place of Sri V. Krishna Murthy, Chemist and Sri K. Venkateswar Rao, Chemist in the Grade of Technical 'C' i.e. Rs. 572-29-804-34-1008 who has resigned from the services with effect from 18-10-1980 and 5-9-1981 respectively. Sri Mohd. Yacoob Ali submitted his application for the post of Chemists dated 27-7-1980, 1-1-1981 and 19-6-1981. In fact preference is being given to internal candidates whenever vacancies came. The Union also represented his case for promotion as Chemist by its letter dated 29-6-1981. Actually six Chemists are require for Central Workshop to perform Chemical Laboratory works. The Management sanctioned six Chemists posts to Central Workshop after one year after careful consideration. The Additional Chief Engineer, Central Workshop recommended the case of Md. Yacoob Ali vide confidential letter dated 26-8-1982. Thus Md. Yacoob Ali was promoted as Chemist Grade II in the scale of Technical 'C' i.e. 572-29-804-34-1008 as per orders dated 3-2-1983 with a probation for a period of three months. But after putting 2 months of service in the present grade, the Management has arbitrarily and unilaterally reverted him to his substantive post on 9-4-1983 without assigning any reasons

and called for the post of Assistant Chemists in Technical 'C'. The Management did not call him for interview. Sri Mohd. Yacoob Ali submitted an application dated 13-4-1983 in view of his illegal reversion, he immediately represented his plight under Grievance Procedure stage and the Additional Chief Engineer, Central Workshop expressed his inability to give any reason for illegal action in reverting him to his substantive post and advised him to represent his case to the Executive Director, Singareni Collieries Company Limited, Kothagudem as per his letter dated 19-5-1983. The Management to get over the problem cancelled the appointment stating that it is irregular, the attributed reasons justifying the same are incorrect. Sri Mohd. Yacoob Ali who had passed B.Sc. comparatively he secured 43.33% of marks is far from merit. There are many cases when the Management has abnormally promoted departmental people to the next grade without following any criteria of principles. Sri K. Harinarao Rao, Sri Gangaiah Rao, are some of the examples wherein they have given promotions without following the procedure. It is surprising that even after his reversion as General Mazdoor Category I. He is continuing the same nature of work, same responsibility at the time of promotion. Sri Mohd. Yacoob Ali is qualified and experience in attending to the job day to day Analysis in Central Workshop Laboratory. The Management also did not fill up the same vacancies even when there are candidates internally qualified and well experienced. So Sri Mohd. Yacoob Ali is rightly entitled for Chemist post with retrospective effect with back wages.

3. In the counter of the Management, it is mentioned denying that Sri Mohd. Yacoob Ali is performing the job generally attended by Chemists. According to them he is only B.Sc. comparatively passed. They admitted that he was promoted to the recommendation of the Head of Department without following the procedure of selection of Chemists. The candidates should have a minimum qualification of graduation with Chemistry as one of the subjects and internal circulars were sent inviting applications of such eligible graduates who have been confirmed in the services of the Company, a written test and interview were held for selection of candidates after identifying the vacancies of Chemists. According to the Management 52 candidates were called and 12 vacancies were filled up on the basis of written test and interview. Sri Yacoob Ali who passed B.Sc. comparatively had secured 45% of marks only in group and he was therefore not qualified for the post of Chemist. It is denied that there was any discrimination done regarding the stipulation of percentage of marks with reference to him. The Petitioners claim is not maintainable in law and the same is liable to be dismissed.

4. On behalf of the workmen, the petitioner himself is examined as WW-1 and he got Exts. W-1 to W-8 marked. On behalf of the Management, two witnesses MW-1 and MW-2 were examined and Ex. M-1 to M-5 were marked.

5. WW-1 deposed that he is a permanent employee in Singareni Collieries Company Limited and that he is a graduate with Science and that he is working from time to time as Chemist and that he applied for Chemist's post on 27-7-1980 but they did not consider him for the said post. But he was promoted as Chemist in 1983 on the recommendation of the Head of the Department. He joined duty as Chemist on 3-2-1983 with a condition that he is kept on probation for three months. After 2 months 13 days of his service he was reverted back to his original post. The order of reversion is marked as Ex. W-1. He marked Circular relating to the selections for Chemist's post under Exs. W-2 and W-3. It seems that on 11-3-1983 another Circular was issued by the Singareni Collieries prescribing that the person should have 55% in group with Chemistry as one of the subject which is marked as Ex. W-4. He got 44.33% in Chemistry in his examination before the Circular Ex. W-4 issued he was promoted as Chemist. It is his case that Ex. W-4 has no retrospective effect to his service as Chemist and he is reverted without assigning any reasons. He prayed to set aside the said reversion. According to him Chemist's post is a selection post, and from 1-7-1977 he was transferred to Central Workshop to work in Chemical Laboratory basing upon his qualifications as Category II General Mazdoor. He used to discharge as per the instructions of the Superior Chemists. He agree that Departmental candidates when written tests are conducted and if they pass the examination they will be posted as Chemists. He conceded that he did not attend to any written examination before he was given

Chemists post in the year 1983. He showed under Ex. W-5 that he had occasion to work as Chemists. He denied that there were several qualified eligible deserving candidates who had requisite qualifications to apply for the post when he was posted as Chemist. He denied the suggestion that as per the rules he was not entitled to be posted as Chemist. He accepted Ex. M-1 his appointment order as Chemist and 52 candidates were called for interview for 12 vacancies for the Chemists post and that all those called for interview had more than 55% marks. He denied that he is not eligible being compartmental candidates with 45% marks in the light of Ex. W-4.

MW-1 who is the Senior Scientific Officer deposed that he is technically responsible for the Chemists working in all the Laboratories and Sri Mohd. Yaqoob Ali working in Central Workshop Laboratory under him. According to him Ex. M-2 is an application given by Sri Mohd. Yaqoob Ali to the Management, and under Ex. M-5 the Union also requested that he should be given promotion as Chemist Grade II. It is his case that they preferred First Class Graduate as Chemistry the main subject for being appointed as Grade II and paper statement is also given to that effect for internal candidates like Sri Yaqoob Ali. It is said that they made concession of 5% of marks for selection whenever suitable candidates were from internal candidates were available they have given paper advertisement for filling up the post of external candidates taking into consideration for internal candidates and they conducted written test followed by an interview and those who became eligible from the written test is. It is his case that he did not receive papers of Sri Yaqoob Ali through proper channel for appointment of Chemist Grade II unless these requisite percentage of marks are there, the application cannot be forwarded by the Administrative Authorities. According to him, 14 chits marked under Ex. W-5 are not regular sequence but they are now and then. He conceded that he is not the appointing authority but only a technical incharge and that one Sri Rama Murthy is head of Department of Safety Research and Development under which this Technical Branch is working. He conceded that they did not appoint any one after 3-2-1983 in the Central Workshop Laboratory as Chemist and he mentioned that it might be true that in 1978-79 Achunand Reddy and K. Konda Reddy are appointed as Chemist without written or oral test and they were working as Clerks at that time. According to him after the training is over the Chemists are kept on regular posts.

7. MW-2 is the Deputy Personnel Manager who worked as in Personnel Department at the relevant time. He mentioned that he knew Sri Mohd. Yaqoob Ali, General Mazdoor. He filed Ex. M-4 to show the procedure followed for recruitment of Chemist in the year 1976. According to him even 1977 also when Sri Konda Reddy and C. Atchutnanda Reddy were selected as Departmental candidates for the posts of Chemists and the same is followed as can be seen under Ex. W-5 photostat copy. But in the case of Sri Yaqoob Ali such a procedure was not followed. According to him the department realised this two months after the appointment is made in the case of Sri Yaqoob Ali and as such he was reverted. According to him Ex. M-5 is the minutes maintained by the Office of the Personnel Department regarding interviews conducted. According to him when Sri Yaqoob Ali is appointed as Grade II Chemist there are no minutes since there is no selection based upon the recommendation of the Selection Committee. He denied that the Management has no specific promotion policy with regard to promotion of Grade II Chemists and the Management is making promotion according to convenience from time to time.

8. Admittedly Sri Mohd. Yaqoob Ali who was appointed as General Mazdoor Grade I in the year 1976 in the Singareni Collieries Company Limited was working in the Central Workshop Laboratory from 1977 and in 1980 he was appointed Category II General Mazdoor. He is also a Science graduate. It is admitted that he completed his B.Sc. Graduation in Science compartmentally. But in 1983 on the recommendation of the Head of the Department he was appointed as Chemist on 3-2-1983 as per Ex. M-1, and he was kept on probation for three months as per the said proceedings. It is also admitted that after two months 13 days in which period he worked as Chemist, his services were reverted to his substantive post of General Mazdoor Cat. II and the order of reversion is marked as Ex. W-1 dated 7/9-4-1983. There were no reasons assigned under Ex. W-1, why he was

reverted back to his substantive post of Category II with immediate effect. According to the Management as per Ex. W-4 dated 11-3-1983 for the vacancies of Assistant Chemists in Technical Grade C in various laboratories in the Company. The Management prescribed by Circular that one should be a Science Graduate having secured 55% of marks in group with Chemistry as one of the subjects and he should also put in one year permanent service in the Company by that time and candidates should be qualified in the written test and then they will be called for an interview and those who satisfy these requirements were alone should apply to the Chief Personnel Officer by 31-3-1983. Therefore it is contended for the Management that Mohd. Yaqoob Ali who joined duty as Chemist on 3-2-1983, did not have the stipulated percentage of marks regarding minimum eligibility prescribed for all the Departmental candidates. According to the Management he was reverted to his substantive post on being notified by the Management that the said procedure were not followed in his case before the end of probation period of three months. When the Counsel for the Workers contended that the percentage of marks prescribed under Ex. W-4 were issued subsequent to his promotion as Chemist and thus Circular had no retrospective effect on him. The Management's Counsel contended that when the promotion is not based on the procedures the service of the probationer could be dispensed with before the completion of the probation period as per law and therefore the promotion given to him without following the required procedure is not the criterion for continuing him in the said post.

9. It is admitted that promotion for internal candidates to the post of Chemist are governed by Circular issued by the Management from time to time and one should be Graduate with Chemistry as one of the subjects if there are number of vacancies the test is to be conducted with reference to the vacancies will be intimated to the Candidates who apply to the Management and in all eligible internal candidates who could apply and those prospective candidates will have a written test and then interview from among the successful candidates in the written test. It is the case of the Management that without following the said procedure Mohd. Yaqoob Ali's application was sent to the Head of the Department and he without realising that there is a said procedure for appointment passed orders promoting him, and that there are many candidates with similar qualifications and seniors to Mohd. Yaqoob Ali and there are awaiting for Notification calling for applications and thus the whole issue was re-examined and it was decided that the appointment of Mohd. Yaqoob Ali is illegal and therefore he was reverted from that post of Chemist. According to the Management it was only ratification of mistake committed by the Department. Regarding the alleged procedure prescribed as contended by the Management, the Management filed Exs. M-4 and M-5. Ex. M-4 is a photostat copy of the minutes of the Selection Committee formed for selection of Departmental candidates to the post of Chemists Grade II basing upon the Circular of the General Manager. Among those candidates who were called for to appear for written test and interview one General Mazdoor and one Watchman were also there. This selection was based on marks secured in written paper interview and confidential reports obtained from the concerned Departmental heads and the Selection Committee recommended that the first 9 candidates in order of merit to promote immediately as Chemist Grade II and that is only minutes of approval. It is no where mentioned in the chart given that all these candidates who were Science Graduates were having 55% of marks in the group with Chemistry as one of the subjects. The chart did not indicate the same. It showed that the marks obtained in the interview and marks obtained from confidential reports and marks obtained by giving weightage for service and thus the total marks obtained in the written test and the marks obtained from each candidate were arrived for 100 marks. So it is no where found from Ex. M-4, that this qualification which is prescribed on 11-3-1983 that one should be a Science Graduate with Chemistry with 55% of marks were stipulated till 11-3-1983. MW-1 deposed that he worked from time to time as Chemist and he applied for Chemists post on 27-7-1980 and they did not consider him then for Chemists post but he was promoted as Chemist in 1983 on the recommendation of the Head of the Department. So Ex. M-4 only showed how the applications are invited from the Departmental candidates for selection of Grade II also a method of recruitment, there is no whether or mention that a candidate was being disqualified for not having secured 55% of marks in group with Chemistry as one of

the subjects. Thus Ex. M-4 is only limited and confined to those 24 candidates mentioned therein and it cannot be mentioned as a matter of procedure. If that is the procedure there should have been Circular to that effect. The minutes of the Selection Committee showing that they adopted the method for selection of candidates without basing the same on the Circular cannot be taken as an authority for deciding that there is fixed method and manner of recruitment for the Departmental candidates. This cannot be called prescribed procedure of promotion to Chemist post for all the years to come. The Management relied upon Ex. M-5 to show that they selected three candidates from the applications received against the advertisement and 21 candidates from internal candidates on the basis of the Circular referred and finally they selected four candidates. It is found that one M. Konda Reddy and T. Atchutanand Reddy who are internal candidates were selected. In this minutes the Management did not file a similar chart about their experience and the marks obtained in the written test and also marks obtained in interview and marks obtained from confidential report etc., as shown in Ex. M-4. It is said that M. Konda Reddy and T. Atchutanand Reddy were upto the marks and they were to their satisfaction and therefore they were recommended to be fixed on grade of Rs. 378-18-614 and they were kept on probation for two years independent of their present status in the Company and further it is mentioned that after completion of two years performance it will be assessed by written test and practical and then successful candidates will be given two increments in the scale of Rs. 378—614. Thus Ex. M-5 would indicate that the period of probation is not constant and it also indicated that all the recommendations will be sent for approval and again there is a period of probation and performance will be assessed by written test and practical test and thereafter the office will be issuing the confirmation order i.e. after the satisfactory probation period after conducting written test and practical test. In this context if Ex. W-8 is seen regarding Atchutanand Reddy, all the conditions stipulated in Ex. M-5 were mentioned except that he should undergo written test or practical test or interview. But the Management surprisingly filed no such minutes as Ex. M-5 in the case of Mohd. Yakoob Ali. The evidence of MW-1 would show that in the month of April/May 1983 three persons were selected among the internal candidates they are Jagdish, Babu, Satyanarayana and Manohar. He further admitted that these three candidates were asked to undergo probation only for three months before confirmation and that they would put up satisfactory service and pass the test. When MW-1 attention was drawn whether those three peoples were given similar orders just as Mohd. Yakoob Ali was given under Ex. W-7 (equal to Ex. M-1). MW-1 who is the Head of the Department concerned under whom all Chemist work in the Laboratory tried to avoid a direct answer by stating that he did not know whether the said orders are similar to Ex. W-7. He also conceded that the said Jagdish Babu, Satyanarayana and Manohar have no earlier experience as Chemists. First of all if Jagdish Babu, Satyanarayana and Manohar are having stipulated qualifications for selection for internal candidates as required under Ex. W-4 the same should have been filed before this Tribunal. It is not done so. It is admitted by MW-1 that these internal candidates Jagdish Babu, Satyanarayana and Manohar were kept on probation only for three months and Exs. W-7, W-8 would show that the so called practice of conducting a written test and interview etc., was not there and if such a thing was there they should have produced. Ex. W-8 would show that Achutanand Reddy had all the stipulated conditions in Ex. M-5 except that he should undergo written test or practical test or interview. Naturally in the case of Mohd. Yakoob Ali also there must be such minutes and the management is not able to produce the minutes which are similar to Ex. M-5 for the best reasons known to themselves. Even MW-2 admitted that the minutes maintained by the office before orders are issued, will be sent for approval. He also admitted that such minutes of selection committee will be there for all the selections. He conceded that Konda Reddy and Atchutanand Reddy were shown that they should be kept on probation with salaries mentioned therein and that after probation period is completed as shown in Ex. M-5 they would necessarily undergo written test and practical test for confirmation. He conceded that under Ex. W-8 which is the consequent appointment order pursuant to Ex. M-5 regarding Atchutanand Reddy all the recommendations and conditions stipulated under Ex. M-5 except that he should undergo an interview. He also conceded that there is a policy laid

down in 1976 with regard to Grade II Chemists for the Departmental candidates. The said Policy is not laid down as a matter of fact before the Tribunal. At any rate 1976 selections which is based under Ex. M-4 did not show that any one was stipulated to have 55% of marks in group with Chemistry as one of the subjects for being selected. Therefore it is immaterial whether one is having 55% of marks are not the criteria that was followed hitherto till Ex. W-4 came into picture on 11-3-1983. It would only show all Science Graduates who had some permanent service stipulated were eligible for being called and their applications were being considered on merits and they are being interviewed and selected. In the instant case though the applicant of Mohd. Yakoob Ali satisfied the equipment of Ex. W-2 that he is a Science Graduate with Chemistry as one of the subject that he is a permanent and confirmed person in the Company and that he had sufficient experience for over four years also and that he was in the same Department assisting and also helping the analysis of the Central Workshop Laboratory, his application was not forwarded in the first instance and he was not called for written test or interview in the second instance. When his application is forwarded through head of the Department and recommended to the Personnel Officer of the respective Division and when he is also appointed on probation for a period of three months just as it was done in the case of Atchutanand Reddy and Konda Reddy to say that he comes under the purview of Ex. W-4 which was subsequent circular wherein it was prescribed that one should obtain 55% of marks in group with Chemistry as one of the subjects shows that the Management is applying retrospectively a Circular which is not applicable to the candidates who were already recommended by the Head of the Department. Mohd. Yakoob Ali was working in Central Workshop Laboratory in quality control Lab. for about four years and gained experience and he was a Science graduate. This is not in dispute. That he completed his Science Graduation compartmentally had little significance to the circumstances that were existing at that time. Ex. M-2 and M-3 would show that a request for promotion was made by the candidates as well as the Union and he was given Ex. M-1 which is similar to Ex. W-8. Thus the Management cannot discriminate the said Mohd. Yakoob Ali with a procedure that was prescribed subsequently under Ex. W-4 which is not at all applicable to him. Ex. W-2 which is the Circular that was followed for recruitment selection of departmental candidates also did not prescribe the stipulated condition that one should secure 55% of marks in group with Chemistry as one of the subjects that there is no condition regarding the percentage of marks only on 11-3-1983 under Ex. W-4. So it is clearly established that there is no condition regarding the percentage of marks in 1976 and the candidates selected under Ex. M-4 if strictly interpreted would make that the selection made under Ex. M-4 contrary to the said so called policy of the Management.

10. Moreover Mohd. Yakoob Ali discharged duties as a Chemist from time to time and the same is also indicated by Ex. W-5 containing 14 chits it cannot be said that he was only a Helper. The record show that he was experienced in the Central Workshop Chemical Laboratory. On a careful consideration I hold that the percentage of marks prescribed under Ex. W-4 dated 11-3-1983 had no application whatsoever to the workman Mohd. Yakoob Ali who was promoted on 3-2-1983 before the issue of the said Circular. The evidence on record would show that there is no prescribed procedure and when no reasons were assigned for reverting him to his substantive post of General Mazdoor Category II it cannot be said that the promotion is not based upon accepted or settled procedure and that the Management was trying to correct itself the mistake committed by the Department. They could have given the said reasons in the order of reversion if the same is proper. Moreover the Management could have produced the minutes of selection which were evidently maintained even in the case of Mohd. Yakoob Ali before he was appointed as Chemist under Ex. M-1. The argument of the Management that they have followed the procedure as shown under Ex. W-2, in the case of Atchutanand Reddy and Konda Reddy is not borne out by record and the same is not tenable. The argument of the Management that no minutes were maintained in the case of others as shown in Ex. M-5 and therefore that they have not filed as the said minutes were not prepared seems to be not correct. The selection of Atchutanand Reddy and Konda Reddy and the selection shown under Exs. W-4, W-5, W-7 and W-8 would show that there were no prescribed method

or procedure of selection which can be considered as uniform procedure in the matter of selection of Chemists and therefore the arguments of the Management that there is no discrimination at all is not correct. The Management relied upon the decision reported in State of Punjab v. Jagdip Singh (AIR 1964 S.C. page 521). It was a case where the Respondent who was officiating Tahsildars in the erstwhile State of Pepsu were confirmed as Tahsildars with immediate effect. But no posts were however available at that time in which the Respondent could be confirmed. Then the Rajpramukh of Pepsu sanctioned the creation of supernumerary posts of Tahsildars to provide liens for the Tahsildars who had been confirmed under the Notification. After the States Reorganisation Act the Punjab Government by virtue of Notification de-confirmed the Respondent whereupon the Respondent challenged the action. In that context their Lordships held that the order of Financial Commissioner had no legal foundation under the Rules and when there are no vacancies to question of confirmation of the officiating Tahsildars as Tahsildars was bad. It is not the case of the Management in the instant case that they reverted him back as there was no vacancies. It is their case that they did not comply with the rules prescribed subsequently showing that he had not obtained 55% of marks in group with Chemistry as one of the subjects and that the practice or procedure adopted by them in the matter of selection of Chemists was followed in his case. The reversion order did not speak anything to connect the so-called reversion to any of the reasons attributed. On the other hand the worker proved that the rules amended subsequent to his appointment as a probationer had no application to him and that there is no uniform procedure followed with reference to internal candidates of the Department when they were appointed as Chemist Grade II. Therefore the said ruling had no application to the present facts of the case.

11. The arguments that his appointment was cancelled within two months and that it was only a ratification of the mistake committed by the Department is not tenable. It is not mentioned in the reversion order to that effect. Moreover when his application was recommended by the Head of the Department as conceded by the Management without demanding this criteria of 55% of marks in group which came later they should have considered his application along with other applications if there was such a mistake. Without insisting that he is disqualified by virtue of this Circular dated 11-3-1983. Therefore the argument that they did not follow the procedure in the case of Mohd. Yacoob Ali's application and that there is a set procedure for appointment for such candidates is only an after-thought and any amount of arguments developed on such possibilities when there is no whisper about the same in the reversion order cannot give weight to the Management's contention, that it is only a ratification of mistake. First of all there is no mistake and the minutes of selections are not placed before this Tribunal and they cannot discriminate him from others who were similarly selected, when there are no uniform policy or procedure with reference to internal candidates.

12. In the said circumstances, I hold that the Management of Singareni Collieries Company Limited is not justified in recruiting Sri Mohd. Yacoob Ali from the post of Chemist to his substantive post of General Mazdoor Category II as shown under Ex. W-1. Therefore Mohd. Yacoob Ali is entitled to be continued as Chemist Grade II from the date of his promotion and he is entitled to all the privilege and service conditions and the emoluments as a Chemist Grade II in accordance with the rules and regulations of the Company inforce from time to time from the date of his appointment on 3-2-1983.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal this the 27th day of November, 1985.

Sd/-

INDUSTRIAL TRIBUNAL

1281 GI/85-8

## Appendix of Evidence

Witness Examined  
For the Workmen:  
W.W1 Yacoob Ali

Witness Examined  
For the Management:  
M.W1 D. S. Sastry  
M.W2 R. Sudhir

### Documents marked for the Workmen:

- Ex. W1 Photostat copy of the Office Order dt. 7-4-1983 issued by Executive Director, S.C. Co. Ltd., Kothagudem to Yacoob Ali.
- Ex. W2 Photostat copy of the Circular dt. 31-3-1976 issued by the General Manager, to all pits departments and all Collieries, with regard to posts of Chemists Grade and Grade II.
- Ex. W3 Photostat copy of the Circular dt. 27-6-1978 issued by the Management with regard to posts of Chemists Grade II.
- Ex. W4 Photostat copy of the circular dt. 11-3-1983 issued by the Chief Executive Director, S.C. Co. Ltd., with regard to posts of Assistant Chemists in Technical Grade 'C'.
- Ex. W5 Analysis report containing 14 chits.
- Ex. W6 Photostat copy of the Office Order dt. 14-4-79 issued by the General Manager, S.C. Co. Ltd., Kothagudem to R. Rama Rao and K. Venkateswara Rao.
- Ex. W7 Office Order dt. 3-2-83 issued by the Executive Director, S.C. Co., Ltd., Kothagudem to Yacoob Ali.
- Ex. W8 Photostat copy of the Office Order No. P5/3350/3970; dt. 5-10-85 issued by the General Manager, S.C. Co. Ltd., Kothagudem to T. Achyutananda Reddy.

### Documents marked for the Management

- Ex. M1 Photostat copy of the Office Order dt. 3-2-83 issued by the Executive Director, Kothagudem to Yacoob Ali.
- Ex. M2 True copy of the representation dt. 19-6-81 made by Md. Yacoob Ali to the General Manager, S.C. Co. Ltd., Kothagudem with regard to promotion as Chemist Grade II.
- Ex. M3 True copy of the representation dt. 29-6-81 made by M. Komaraiah, General Secretary, S.C. Workers Union to the General Manager S.C. Co. Ltd., Kothagudem with regard to promotion of Mohd. Yacoob Ali as Chemist Grade II.
- Ex. M4 Photostat copy of Minutes of the Selection Committee formed for Selection of departmental candidates to the posts of Chemist Grade II.
- Ex. M5 Photostat copy of the Letter No. CE/CW/G/04-03/294, dt. 25/30 March, 1977 with regard to Selection of candidates for Chemical Lab., and quality control Lab.

5-12-85.

Sd/-  
INDUSTRIAL TRIBUNAL  
[No. L-22011/46/83-D.III(B)]

कां० 64.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजहारा सावरन और माहम्मद आंफ़ मिलाई स्टील प्लांट, जिला दुर्ग, मध्य प्रदेश के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है।

S.O. 64.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, District Durg, Madhya Pradesh and their workmen.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(63) of 1983

#### PARTIES :

Employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Distt. Durg (M.P.) and their workmen S/Shri N. S. Saxena, S.K. Jain, S.K. Kherdekar and A.B. Bapat represented through the Hindustan Steel Employees Union, P.O. Dallirajhara, District Durg (M.P.).

#### APPEARANCES :

For workmen—Shri P.D. Pathak, Advocate.

For management—Shri D. C. Henri, Senior Law Officer.

INDUSTRY : Iron Ore Mining DISTRICT : Durg (M.P.)

#### AWARD

Dated, November 24, 1985

By Notification No. L-26011/3/82-D. III (B) dated 9th December, 1983 the Central Government has referred the following dispute for adjudication:—

“Whether the supersession of Sarvashri N.S. Saxena, S.K. Jain, S.K. Kherdekar and A.B. Bapat, Chargemen (Mechanical) P-6 by Shri T.G. Phillip, now Chargeman (Mechanical) S-8, in Rajhara Iron Ore Mines of Bhilai Steel Plant was justified? If not, to what relief are the workmen concerned entitled?”

2. The case of the workmen S/Shri N.S. Saxena, S.K. Jain and A.B. Bapat is that they were appointed as Chargemen (Mechanical) Grade P-6 in Dalli Mechanical Mines of Bhilai Steel Plant respectively in 1973, 1976 and 1978. Another workman, Shri T.G. Phillip was appointed as Chargeman (Mechanical) Grade-6 with effect from 12-3-1979. Thus the applicants workmen were senior to Shri Phillip but the management allowed Shri Phillip Gr. P-7 with effect from 1-4-79 which amounts to order of promotion within 18 days. Thus the workmen became junior to him. Allowing the higher grade P-7 to Shri Phillip was not in conformity with the rules and procedure for promotion and the applicants workmen are virtually superseded. The workmen raised dispute through the Union yet Shri Phillip got further promotion to the post of Chargeman (Mechanical) Grade P-7 with effect from 1-4-1981 in spite of the protest and objection of the Union. Hence this dispute, conciliation and reference.

3. The case of the management is that S/Shri N.S. Saxena and S. K. Jain were appointed as Chargemen (Mechanical) Gr. P-6 on completion of their training as Sr. Operative Trainers in Dalli Mechanical Mines respectively with effect from 19-11-1973 and 3-1-1976. Shri A.B. Bapat was previously working in Rajhara Mechanised Mines in P-5 grade. He was selected as Chargman in P-6 grade in Dalli Mechanised Mines with effect from 18-10-1978. Shri S. K. Kherdekar also on completion of his training as Sr. Operative Trainee was appointed as Chargeman (Mechanical) in P-6 grade in Dalli Mechanised Mines with effect from 1-4-1976.

4. Shri T.G. Phillip was working as junior supervisor in P-6 grade in Construction organisation. He then applied for the post of Chargeman, Gr. P-7 in Dalli Mechanical Mines. He

was selected in Gr. P-7. However, he was offered the post of Chargeman in P-6 grade. He joined this post on 12-3-1979. Just after his joining he represented his case that he was selected for the post of Chargeman in P-7 grade. His grievance was examined and the error was corrected by allowing him Gr. P-7 with effect from 1-4-1979. Prior to 28-1-1983 when the line of promotion for the entire Dalli Mechanised Mines was finalised, the workmen working in different sections were considered for appointment in higher grades on the basis of Trade Test/Interview and selection. The workmen were working in different sections, S/Shri Saxena, S.K. Jain, and S.K. Kherdekar could not have any grievance if Shri Phillip was allowed the grade of P-7 with effect from 1-4-79. Shri Bapat was working in Crushing, Screening and Washing Plant where Shri Phillip was also appointed but Shri Bapat was recently selected from P-5 to P-6 Gr. with effect from 18-10-1978. Therefore he was not mature to get further promotion within the period of one year as per policy of the Company. Shri Phillip had worked in P-6 grade for about 8 years. Therefore Shri T.G. Phillip was selected for Gr. P-7 because of the fact that he was wrongly offered the lower grade. Therefore there is no question of supersession of S/Shri N.S. Saxena, S. Jain, S.K. Kherdekar and A.B. Bapat (Mechanical) in Dalli Mechanised Mines. No injustice has been caused to these workmen.

5. The workmen have also challenged the promotion of Shri Phillip to Gr. P-7 to which they were entitled to be selected. In this regard the case of the management is that post of Chargeman in Gr. P-7 in Dalli Mechanised Mines was circulated amongst the workmen of Rajhara Group of Mines. It was stipulated that only those workmen who were employed in P-7 grade would be eligible to make applications for this post. The applicants workmen were employed in P-6 grade as such were not eligible. Shri Phillip and Shri Bhanja fulfilled the requisite conditions and they were selected in an interview. This contention is borne out from the statement of Shri Raj Kumar Narula.

6. In this connection there is a preliminary objection also on behalf of the management that this challenge to the promotion of Shri Phillip in P-7 grade is not subject matter of the reference therefore cannot be heard. Firstly, I find that on merits this ground of the workmen does not hold water. Shri Phillip was selected in an interview for which the applicants workmen did not possess the necessary qualification. Secondly, the preliminary objection is also well merited and it is not the subject matter of reference. No such reference was either asked for or made. As such the workmen now cannot be allowed to raise a fresh dispute in their application as has been held in the case of M/s. Hindustan Aeronautics Ltd. Vs. Workmen (AIR 1975 SC 1737).

7. The basic dispute is the so-called promotion of Shri T.G. Phillip from Grade P-6 to Gr. P-7. Within a short spell of time in spite of the fact that he was junior to the applicants workmen. In this regard Shri N.S. Saxena (W.W.1) has given his own statement and relied on the appointment orders of Shri Phillip to Gr. P-6 (Ex.W/1 and W/2) and allowing him Grade of P-6 vide order dated 1-6-1979 (Ex. W/3) and joining report of Shri Phillip (Ex. W/10) dated 12-3-1979.

8. The question is whether he was promoted from Gr. P-6 to P-7 as alleged by the applicants over their heads or an error was corrected as has been alleged by the management. In this regard management examined Shri Raj Kumar Narula who provided documents, the Rating Form (Ex. M/1), representation of Shri Phillip (Ex. M/2) and the order allowing his representation dated 1-6-1979 (Ex. M/3) which are relevant for this purpose.

9. The Rating Form Ex. M/1 and the relevant documents relied on by the parties go to show that Shri Phillip was duly selected in the Grade P-7 while by mistake he was posted to Gr. P-6. On his representation the error was corrected and he was given Grade P-7 vide order dated 1-6-79 (Ex. M/3). So it is not a case of promotion from Grade P-6 to Gr. P-7 over the heads of the applicants workmen, but correction of an error apparent on the face of record. He may have been junior to the applicants in Gr. P-6 but he was selected in interview to Gr. P-7. Just because he joined in P-6 grade and made his representation subsequently it

does not in any way help the case of the applicants workmen. His subsequent promotion was also on merits in an interview to which the applicants workmen were not qualified. Normally the promotion to the industrial employees are the functions of the management and this Tribunal should not interfere unless it is based on malicious consideration or amounts to unfair labour practice as has been held in the case of Brooke Bond India (P.) Ltd. Vs. Workmen (SCL). V. 5p. 3499 in Civil Appeal No. 354/63).

10. For the reason discussed above, I am of the opinion that there is no supersession of S/Shri N.S. Saxena, S.K. Jain, S.K. Kherdekar and A.B. Bapat Chargemen (Mechanical) P-6 by Shri T.G. Phillip now Chargeman (Mechanical) P-8. Therefore there is no question of any injustice in giving Shri T.G. Phillip Gr. P-7. The applicants workmen are therefore not entitled to any relief. I answer the reference accordingly. No order as to costs.

V.S. YADAV, Presiding Officer

14-11-1985.

[No. L-26011/3/82-D.III(B)]

कांशा० 65.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलजोरा-गुरुदा-बाल्डा और कलिमति मैंगनेज माइन्स प्रां. ओरिसा माइनिंग कॉर्पोरेशन लिमिटेड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचाट को प्रवर्तित करती है।

S.O. 65.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Siljora-Guruda-Balda and Kalimati Manganese Mines of Orissa Mining Corporation Limited and their workmen.

INDUSTRIAL TRIBUNAL, BHUBANESWAR, CAMP, ROURKELA

Industrial Dispute case No. 11 of 1984 (Central)

Dated, Camp, Rourkela, the 22nd November, 1985

Rourkela, the 22nd November, 1985

BETWEEN

The employers in relation to the management of Siljora-Guruda-Balda and Kalimati Manganese Mines of Orissa Mining Corporation Limited.....First-party.

AND

Their workmen.

Second-party.

APPEARANCES :

None—for the first-party.

None—for the second-party.

AWARD

Dispute referred to by the Central Government for adjudication under Section 7-A and Clause, (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, vide Notification No. L-27011/14/83-D. III(B) dated 11 May, 1984 of the Department of Labour, reads thus :

"Whether the demand of the workmen of Siljora-Guruda-Balda and Kalimati Manganese Mines as represented by Orissa Mining Workers Union, P.O. Guruda for uniformity in the matter of Pay-scales, Travelling Allowance, Leave, Maternity benefits and reimbursement of medical expenses among the workmen belonging to different categories, is justified ? If so, to what relief are they entitled ?"

The Union, even though filed its written statement, did not appear on the date of hearing and did not take any steps on that date despite notice and so it was set down ex-parte and the case was posted to 31-10-1985 for ex-parte hearing. As the first-party management could not get ready for the hearing on 31-10-1985, the case was posted to 2-11-1985 for ex-parte hearing on which date the management first-party also remained absent and did not take any steps despite notice. In the circumstance, I am inclined to think that both the parties do not have any interest to proceed with the case as there exists no dispute between them at present to be adjudicated by this Tribunal. Hence I pass this no-dispute Award.

PRESIDING OFFICER, Industrial Tribunal, Bhubaneswar,

Camp Rourkela.

K. C. RATH, Presiding Officer

[No. L-27011/14/83-D.III(B)]

नई दिल्ली, 26 दिसम्बर, 1985

कांशा० 66.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिदगुर्दा पेपर मिल हांगनगबाद (म.प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रवर्तित करती है, जो केन्द्रीय सरकार को 10 दिसम्बर 1985 को प्राप्त हुआ था।

New Delhi, the 26th December, 1985

S.O. 66.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Security Paper Mills, Hoshangabad (M.P.) and their workmen, which was received by the Central Government on the 10th December, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/25 of 1985

(Transferred to this Tribunal vide Ministry's order No. S/11025(1)/85-D.IV(B) dated 8-2-1985 from Jabalpur.

PARTIES :

Employers in relation to the Management of Security Paper Mill, Hoshangabad.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri A. P. Tare, Advocate.

For the workmen—No appearance.

STATE : M.P. INDUSTRY : Security Paper Mill

Bombay, dated the 6th November, 1985

AWARD

By their Order No. L-42011(44)/83-D.II(B) dated 13-6-84 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 —

"Whether the action of the management of Security Paper Mill Hoshangabad (MP) in not giving the uniform grade of Rs. 330—480 to all the Turners-cum-Machinists vis-a-vis the recommendation of the Mehta Committee is justified ? If not, to what relief the concerned workmen are entitled?"

2. The dispute has arisen because of non-payment of uniform grade of Rs. 330-480 to all the Turners-cum-Machinists despite the recommendations of Mehta Committee. It seems that a Union called SPM Mazdoor Sangh, Hoshangabad had served strike notice which led to discussions before the Conciliation Officer whose failure of conciliation report culminated in the order of reference. At the same time despite the issue of notice on receipt of the order of reference the Union never cared to appear in the proceedings and the contention of the management is that the said union ceased to exist which might be the reason for the silence observed by them. It being so since the order of reference itself being contested by the management the points involved will have to be considered and determined.

3. Originally the Security Paper Mill Hoshangabad which is a Government of India owned concern producing special quality paper for the use of Currency Note Press, had three different grades of Turner-cum-Machinist viz., Senior Turner-cum-Machinist in the grade of Rs. 380-560 (two posts), Turner-cum-Machinist Grade-I in the scale of Rs. 330-480 (two posts) and Turner-cum-Machinist Grade II in the grade of Rs. 260-350 (five posts). For the purpose of job evaluation of various posts and fixing the strength skill-wise the Government of India appointed an Expert Committee headed by Shri R. M. Mehta who on evaluation made some recommendations but the Government did not agree to implement those recommendations but appointed a technical committee which revised modified the recommendations in the case of common category posts whose recommendations ultimately was approved by the Government in the year 1980. The result of these recommendations by Mehta Committee and Technical Committee as approved by the Government was the grade of Turner-cum-Machinist was revised into two grades viz. Turner-cum-Machinists (H.S.I.) Rs. 380-560 (Two posts) and Turner-cum-Machinists (H.S.II) Rs. 330-480 (seven posts). The recommendations were implemented with retrospective effect from 1-3-79 at that time S/Shri Amar Singh Dhiman and Muralilal Malviya were working as H.S.I. grade Rs. 380-560 while there were Shri Ramnath and Shri Bhagchand Omkar Satpute who were in H.S.II grade and there were five hands namely Shri J. P. Kanskar and four others who were treated as skilled hands in the grade of Rs. 260-350. It is the case of the management that according to the recruitment rules prevalent prior to implementation of the Mehta Committee recommendations the post of Senior Turner-cum-Machinist was a selection post to be filled 100 per cent by promotion from amongst the Turner-cum-Machinist Grade I having four years service in the grade Rs. 330-480, failing which by selection from other employees of the Mill possessing the educational and other qualification prescribed for direct recruitment, failing both by direct recruitment through Employment Exchange.

4. It is further stated that the mode of recruitment to the post of Turner-cum-Machinist Grade I Rs. 330-480 was also by promotion and by selection from amongst Turner-cum-Machinist Grade III having four years' service in the grade of Rs. 260-350 failing which by selection from other employees of the Mill possessing educational and other qualification prescribed for direct recruitment, failing both by direct recruitment through Employment Exchange. The post of Turner-cum-Machinist in the grade of Rs. 260-350 was also a selection post to be filled 100 per cent by promotion from amongst persons in the Mechanical Section, possessing ITI certificate in the trade of Turner or Machinist having three years' service failing which by selection from persons of other section of the Mill possessing educational and experience qualification prescribed for direct recruitment failing both by direct recruitment.

5. While implementing the Mehta Committee/Technical Committee recommendation it was decided not to water down the minimum qualifying service prescribed in the recruitment rules for a particular post. Accordingly, on receipt of the revised sanction two posts in the grade of Rs. 380-560 and seven posts in the grade of Rs. 330-480 as against two posts in Rs. 380-560, two posts in Rs. 330-480 and five posts in Rs. 260-350 was received and four persons who were in the grade of Rs. 260-350 for more than four years were given the higher scale of Rs. 330-480 with effect from 1-3-1979. Shri R. C. Sagar who was appointed in the grade of Rs. 260-350 only from 17-1-1979 continued to hold the said grade till he completed four years' service. On completion of four

years' service he was given the higher grade of Rs. 330-480 with effect from 17-1-1983. Subsequent to the implementation of Mehta Committee/Technical Committee report two vacancies of Turner-cum-Machinist HS-I in the grade of Rs. 330-480 had arisen due to promotion of two persons to higher grade, but the vacancy could not be filled in by promotion due to non-availability of lower post. Shri R. C. Sagar who was in the grade of Rs. 260-350 was given the sanctioned post of Rs. 330-480. The qualification for direct recruitment as stated was ITI in Turner or Machinist Trade with seven years experience in the line in a Machine shop. Since no departmental candidates possessing the requisite qualification were available it is stated that persons possessing the technical qualification viz. ITI in Turner/Machinist Trade in a lower scale of Rs. 260-350 for four years the intention being that during this four year period they would acquire enough experience and expertise in the line so that they can fully share the duties and responsibilities of Turner-cum-Machinist Grade-I for eventual promotion to that post, with this view a circular was issued and applications were invited from the departmental candidates but out of five candidates who applied two persons were selected namely S/Shri R. B. Yadav and Ambika P. D. Mansoria, Mazdoors in the unskilled grade of Rs. 196 232 and they were appointed in the grade of Rs. 260-350. These persons could not have been promoted as Turner-cum-Machinist Grade I in the H.S.II grade of Rs. 330-480 as they did not have seven years experience and they were also not given the full duties and responsibilities of H.S.II grade. It is also stated that in the normal channel of promotion a Mazdoor is promoted to next semi-skilled post in the appropriate trade after one year's service and for skilled grade he has to work another three years in semi-skilled grade and hence appointed in the grade of Rs. 260-350. In the case of these workmen they have got a jump in two grades. It is therefore urged that the appointment in the lower grade persons of less experience not fulfilling the requirement of Recruitment Rules of H.S.II grade, the management's action was justified and therefore no relief is permissible.

6. On the above pleadings the following issues arise for determination and my findings thereon are :—

ISSUES	FINDINGS
1. Whether there are two grades of Turner-cum-Machinists viz. H.S.I and HS-II ?	Yes
2. If yes, are all the Turners-cum-Machinists entitled to uniform grade of Rs. 330-580?	Yes provided they possess requisite qualification and experience.
3. If yes, is the action of the management in denying the said grade justified ?	In the circumstances explained yes.
4. If not, to what relief Turners-cum-Machinists are entitled ?	Does not arise.
5. What award ?	As per award.

7. As already stated although the Union was instrumental in raising the dispute, for the reasons best known to them nobody from the Union and the workmen concerned appeared during the pendency of the reference nor cared to file their claim statement and allowed the matter go ex-parte. As against this the management has explained in what circumstances they have put certain workmen in the grade of Rs. 260-350. There is no reason to disbelieve or turn them down, as such although the recommendations are to give uniform grade of Rs. 330-480 to all the Turners-cum-Machinists and although the Turners-cum-Machinists fulfilling all the requirements would be entitled to the grade of Rs. 330-480 for lack of qualification and experience the management had to keep two persons in the grade of Rs. 260-350 which action can never be said to be unjustified. Award accordingly.

M. A. DESHPANDE, Presiding Officer  
[No. L-42011/44/83-D.II(B)]

कां० 67.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरकार सिन्धूरिटी वेप मिल होशंगाबाद (म०प्र०) के प्रबंधक से सम्बन्ध नियोजकों और उनके

कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (म.प्र.) के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10 दिसम्बर, 1985 को प्राप्त हुआ था।

S.O. 67.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Security Paper Mills, Hoshangabad, and their workmen, which was received by the Central Government on the 10th December, 1985.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/10 of 1985

(Transferred to this Tribunal vide Ministry's Order No. S/11025(1)/85-D.IV(B) dated 8-2-1985 from Jabalpur)

### PARTIES :

Employers in relation to the management of Security Paper Mill Hoshangabad,

### AND

Their Workmen.

### APPEARANCES :

For the Employers—Shri A. P. Tare, Advocate.

For the Workmen : Shri P. S. Nair, Advocate.

INDUSTRY : Security Press Mill.

STATE : M.P.

Bombay, the 8th November, 1985

### AWARD

By their order No. L-42011(8)/82-D.II(B) dated 1-7-1983 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

- (3) "Whether refusal of the management of Security Paper Mill, Hoshangabad to pay Night Duty Allowance to Staff Nurse, Auxillary Nurse and Midwife is justified? If not, to what relief are these employees entitled?"
- (5) "Whether action of the management of Security Paper Mill, Hoshangabad in denying annual increment after completion of one year of service in the case of direct recruits to the post of chageman (Production) during their probation period is justified? If not, to what relief are these workmen entitled?"
- (8) "Having regard to the previous practices, whether the demand of the Security Paper Mills Staff Union Hoshangabad for payment of overtime allowance for dispensary staff is justified? If not, to what relief are the concerned workmen entitled?"

2. The order of reference makes amalgam of three disputes. It seems during the conciliation proceedings several items of disputes were raised but the order of reference speaks of items 3, 5 and 8 it further seems that though all the items were never referred the original serial order has been retained.

3. About the claim for night duty allowance by the staff Nurse, Auxillary Nurse and Midwife it is the contention of the Union that the Standing Order No. 37 dated 9-3-1979 issued by the General Manager, instructions have been issued that all industrial and non-industrial employee of Security Paper Mill who were in receipt of basic pay not exceeding Rs. 470/- per month shall be paid Night Duty Allowance and that so far as the other staff is concerned including the Staff Nurse, Auxillary Nurse and Midwife above referred to the instructions have been implemented in toto. It is complained that even the Chowkidars supposed to be on night duty are being paid Night Duty Allowance so also members

of the Dispensary Staff like Dressers, Compounders, Pharmacists etc. but not the nurse. It is alleged that the management has discriminated and hence the prayer for relief.

4. The second item refers to increment on completion of one year of service during the period of probation. It is alleged that officials are appointed in the Security Paper Mill both by direct recruitment as well as by way of promotion, and on such selection the direct recruits are kept on probation for two years. The Union complained that the persons who are promotes are however given increment as soon as they complete one year's probation whereas the direct recruits are denied such facility.

5. The third dispute relates to the overtime allowance payable to Dispensary staff. It seems that by order dated 15-11-1965 the working hours of the Dispensary staff have been fixed which according to the Union becomes the condition of service and anybody working beyond these hours, it is claimed, is entitled to overtime allowance. It is alleged that though the working hours are accordingly fixed the management suddenly changed the working hours without issuing any notice under Section 9A of the Industrial Disputes Act and that any work beyond 36 hours as fixed in the year 1965 must be treated as overtime and suitable compensation be ordered to be paid.

6. By their written statement the management refuted all these allegations. In the first place it is contended that the workmen are working in supervisory capacity drawing more than Rs. 1600/- as pay and therefore are not entitled to any relief being not workmen under Industrial Disputes Act. It is further stated that the Chief Inspector of Factories M.P. Indore under his letter dated 13-8-1972 read with another letters dated 23-5-1973 and 17-5-1978 declared these employees as persons holding supervisory, management or confidential position in the Security Paper Mill and therefore they cannot claim any relief.

7. Regarding the first item of dispute the contention of the management is that the Third Pay Commission when examined the question about the night duty allowance to the nurses having found the night duty as inherent in the profession of nurses did not grant the same and therefore no such allowance is being paid to them. It is admitted that there is no Government order regarding payment of Night Duty Allowance to the Nurses and as night duty is inherent in the profession of the Nurses the same is not payable. It is further stated that during the conciliation proceedings the matter was referred to the Government to confirm that no night shift allowance is payable to these categories of staff. It is further contended that at the time of original order regarding night duty allowance was passed the Dispensary was being run only at day shift and therefore no night shift was involved and hence the order does not make any specific reference. It is further alleged that the night duty is an inseparable characteristic of the job of nurses itself and the elements of such hazardous part of duty is included in the pay scale itself and therefore no extra allowance would be payable.

8. Regarding the second item of dispute it is the case of the management that at the time of selection as well as when the advertisement is published intending candidates are given to understand that they will be on probation for two years including the period of training for one year and they would be entitled to a particular scale of pay of Rs. 205/- per month plus D.A. and other benefits. It is only on successful completion of probation period these candidates are absorbed as Chagemen in the scale of Rs. 425—640. In the case of departmental candidates however, they were treated as on promotion under the recruitment rules and accordingly annual increments are permitted. It is therefore urged that since the terms of appointment make it very clear that no increment would be available during the period of probation the demand in this regard must fail.

9. The third claim of the Union is described as frivolous. It is alleged that since the working hours in the dispensary were less than 48 hours in a week while computing the overtime allowance and the night shift allowance appropriate divisible factor was applied. It is however stated that for switching over to 48 hours per week no notice was necessary as dispensary staff is working in three shifts over and above

the general shift which work in shifts was covered by earlier notice dated 6-12-1972. In this way it is alleged that the Dispensary staff are performing 42 hours weekly working from 15-6-1975 and the plea that anything above 37 half hours should be treated as overtime is not available. Further more since the order was implemented some six-seven years earlier, in the year 1983 the Union would not have raised the dispute.

10. The Union has filed rejoinder where they say the comparison with Security Press, Nasik and Dewas is not permissible because there may not be any night shifts at the said places. About the increment during the probationary period it is stated that on recruitment the employees are straightaway put on the job according to the practice in the Security Paper Mill and therefore they are entitled to increment on completion of one year. About the change in the working hours of Dispensary staff it is alleged that the service conditions should not have been changed without issue of notice under Section 9A of the Industrial Disputes Act, 1947 therefore any extra hours put in must be treated as overtime.

11. On the above pleadings the following issues arise for determination and my findings thereon are:—

ISSUES	FINDINGS
1. Are the employees in question not workmen?	Yes, are workmen.
2. Are they supervisor drawing above Rs. 1600 per month?	No
3. Whether night duty is the part of staff nurses, Auxillary Nurses and Midwives duties?	Yes
4. If yes, are they entitled to night duty allowance?	No
5. Are the probationers during the period of probation entitled to increment?	No
6. If yes, are the chargemen directly recruited and on probation for 2 years entitled to the same?	No
7. What are the duty hours of dispensary staff?	42 hours
8. Do they perform any overtime?	No
9. If yes, are they entitled to overtime allowance?	Does not arise
10. To what relief or reliefs the concerned employees are entitled?	Nil
11. What award?	As per award

12. On the ground that the Chief Inspector of Factories termed the workmen including Staff Nurses Auxillary Nurse and Midwives as supervisory the claim under Section 10(1)(d) of the Act is being disputed by the management ignoring the basic difference viz. that for considering whether the reference is tenable or not it is definition as given under 2(s) of the Industrial Disputes Act which would prevail and nothing else. If the definition is perused then the Nurses can never be termed as belonging to supervisory staff since they actually perform manual, semi-skilled and skilled duties and therefore the objection that the reference on behalf of these nurses is untenable would fail. It is nowhere shown that the work of nurses is supervisory nature and what supervisory work they are performing.

13. On 10-2-1970 the Government of India issued a letter to the General Manager, Security Paper Mill, Hoshangabad conveying the sanction for night duty allowance to industrial

and non-industrial employees of the Security Paper Mill drawing pay upto Rs. 470/-. The Night Duty Allowance is payable if the aggregate of the actual hours of work performed and the weightage exceed the prescribed hours of duty for the employees of the same category working during the day shift. The circular also defines Night Duty which means duty performed between 10 P.M. and 6 A.M. except in the case of women workers, in whose case duty between 7 P.M. and 6 A.M. shall be taken as Night Duty. Three conditions are therefore involved, there must be performance of Night Duty, that the employees concerned must not be drawing more than Rs. 470/- as wages and lastly the night duty allowance would be payable if the aggregate of the actual hours of work performed and the weightage exceeded the prescribed hours of duty for employees of the same category working during the day shift. Unless all these conditions are satisfied the claim would not be tenable. Apart from this it is contended on behalf of the management that Night Duty allowance is not payable to the Staff Nurse, Auxillary Nurse and Midwife because night duty is an inseparable characteristic of their duties. If we refer to Annexure M dated 26-11-1974 whereby the Government has explained the position, we notice that such allowance would not be payable provided those factors are taken into account for fixing pay scale. The management has made assertion in this regard but in what way the pay on higher scale has been fixed is not at all explained nor what is the difference between the pay which normally would have been fixed and what is fixed in the case of these nurses. Consequently when under Annexure H the Nurses are not excluded provided the three conditions are fulfilled the allowance would be payable to these nurses also. So far as the first two conditions are concerned there is no difficulty, because there is reference to Night Duty by the nurses from 7 P.M. to 6 A.M. Furthermore, the Union contends that their pay is less than Rs. 470/- per month. The Night Duty allowance becomes payable when the aggregate of the actual hours of work performed and the weightage exceed the prescribed hours of duty for employees of the same category working during the day shift. There is absolutely no evidence in this regard and therefore when the fulfilment of the third condition is wanting no claim by these Nurses and Midwives which either would be available can be entertained. It was for the Union to bring the case under the circular, which they failed to prove.

14. In the case of Chargemen there are two sources of recruitment namely departmental promotees and direct recruits. So far as the departmental promotees are concerned being promotees and at the same time being already in the service they cannot be treated as per with those who are direct recruits in whose case there is specific condition on recruitment that they shall be on probation for two years including the period of one year of training vide Annexure N and if therefore the departmental promotee is granted increment on completion of one year it cannot be said discrimination practised by the management since being in the service even otherwise such promotee is eligible for increment. When the direct recruits accepted the terms of appointment namely being on probation for two years, till completion of which period they cannot be said to be in the regular service, there can be no question of any increment for two years and therefore this claim also must fail.

15. The grievance regarding the third item is that when initially by order dated 15-11-1965 the working hours of dispensary staff were fixed at 37-1/2 hours per week there cannot be any change subsequently without issuing notice under Section 9A of the Act and therefore any work in excess of 37-1/2 hours per week must be treated as overtime and suitable allowance becomes payable. In this regard if we turn to the order of reference we cannot find anywhere a reference to subsequently amending the hours of work and therefore if the workmen prefers a claim after six or seven years as contended by the management the dispensary staff works for 42 hours which is going on since 15-6-1975, this would be as per practice then prevailing and since the order of reference speaks of practice only by virtue of 42 hours working per week the dispensary staff cannot be said to be working overtime. The management says that when the staff started working in shifts they would have applied the same rule of 42 hours per week but considering the exigencies of work 42 hours working was prescribed and this is going on. Considering therefore the fact that since 1975 atleast the

working hours were 42 hours per week in the year 1983 especially in the light of the order of reference as it stands there cannot be any objection and therefore if there was no overtime work, there cannot remain any claim for overtime allowance.

Award accordingly.

M.A. DESHPANDE, Presiding Officer

[No. L-42011(8)/82-D. II(B)]

KKR/14/11/85

नई दिल्ली, 4 दिसम्बर, 1985

का.सं. 68.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्राय सरकार स्टोन क्वाररी, आनरज, पाकुर एरिया के प्रत्येक से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न. 2 धनबाद के पंचाट को प्रकाशित करती है।

New Delhi, the 27th December, 1985

S.O. 68.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Stone Quarry Owners, Pakur Area and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT

Shri I. N. Sinha, Presiding Officer.

Reference No. 90 of 1984

In the matter of Industrial Disputes under Section 10 (1) (d) of the I.D. Act, 1947.

PARTIES

Employers in relation to the management of Stone Quarry Owners, Pakur Area mentioned in the Annexure to the Schedule of reference and their workmen.

APPEARANCES

On behalf of the employers : Shri J. P. Singh, Advocate.

On behalf of the workmen : Shri B.C. Mukherjee, Advocate.

STATE : Bihar.

Industry : Stone.

Dhanbad, dated the 28th Nov, 1985.

AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-29011/50/84-D. III (B) date the 19th December, 1984.

SCHEDULE

"Whether the following demands of the Quarries Mazdoor Union, Pakur area justified?

- (i) Fifteen days' festival holidays including three National Holidays in a year.
- (ii) Supply of Uniforms to Breakers employed on Stone Crushing Machines in the Stone Quarries.
- (iii) Sick leave with average wage for 10 days in year."

The case of the quarries Mazdoors Union Pakur is that owners of the Stone Quarries in Pakur area employ about 30000 workmen. The Quarries Mazdoor Union Pakur is a union for the workmen employed in the Stone Quarries and is registered under the trade union acts and it also commands majority of the workmen working in the stone quarries of

Pakur. The workmen employed under the owners of the stone quarries of the Pakur area are granted three days National Holidays with pay in a year. The owners keep the quarries closed for 6 days in a year on account of festival holidays. But the workmen are not paid their wages for those 6 days. The miners employed in the stone quarries are supplied with uniforms but the breakers employed in the said quarries are not supplied with uniforms. The Breakers are employed on stone crushing machine in the stone quarries and therefore their clothes get spoiled with the dust. The clothes being used by them are loose and there is likelihood of the workmen meeting accident on machine. In the neighbouring district of Birbham in West Bengal the stone quarries workers get 12 festival holidays in a year with pay in M/s. Rajgaon Stone Co. Pvt. Ltd. The workmen working in the Stone quarries do not get any sick leave whereas in other places the workmen get sick leave with average wage. The quarries Mazdoor union has therefore demanded sick leave with average wage for 10 days in a year. There was long-standing grievances amongst the workmen against the owners for redressal of the demand. The union had submitted a charter of demands on behalf of the workmen employed in the Stone quarries falling in the sub-division of Pakur. As there was no settlement regarding the demands, the matter was referred to the Labour Commissioner (C) for his intervention. The Govt. conciliation Officer called several joint conference and tried to bring about a settlement but no settlement could be arrived at. The conciliation Officer submitted a failure report to the Central Govt. and thereafter the present reference was made. The owners have the capacity to meet the meagre demands of the workmen. The demand of the workmen for 15 days festival holidays including three national holidays in a year with wages supply of uniforms to the breakers employed in stone crushing machine in the Stone quarries and sick leave with average wages for 10 days in a year are legal and justified.

The Pakur Quarries workers union never represented the workmen of the stone quarries which is actually a Pocket union of the employees. Any agreement entered into by the said union with the employers are nothing but a collusive document created to meet the end of the employers and is not binding on the workmen. The said union had entered into an agreement with the management which is one sided. Every employer is bound under law to declare National Holidays as the holidays of the organisation and there was no need of agreement declaring the three paid national holidays to the workmen. The workmen work in the quarries throughout the year on all the days excepting Sundays. It is only in the case of a few workmen who do not work permanently in the quarry and float from one quarry to the other. The relation of employer and employee exist from the moment a person is allowed to work in the quarry and the workers are entitled to the benefits accrued to them after serving under the employers for certain period in the quarries. On the above plea the workmen have prayed that the reference be decided in their favour.

The case of all the employers is the same and they have filed a common W.S. Their case is that the quarries workers union, Pakur is the representative union of all the stone quarries workers located at Pakur and the said union had represented the workers in all the settlement. The quarries mazdoor union, Pakur have no following among the quarry workers at Pakur. The present dispute has been raised by them in order that the Quarry workers of Pakur Area may be misguides and the said union may get a foot hold in Pakur area. There has been a valid tripartite settlement between the quarry owners and the quarry workers union and the settlement is being respected by both. By virtue of the said settlement three national holidays were declared as paid holidays for all types of workers and arrangement were made for treatment of workers free of cost in case of accident and sickness arising from the nature of their work. In the past no demand had ever been made for the supply of uniforms to the workers employed in a stone crushing machine. Such uniforms have not been supplied to breakers by any of the Stone Quarry owners in India. The said demand is fictitious and impracticable. The breakers employed in the stone crushing machine have the same working conditions as other employees engaged in the stone quarries. With the advent of new technology introduced in crushing of the stone conditions of work have highly improved with the result that the environment of work and wear and tear of

clothes is the minimum. The owners feel no ground for discriminating between the breakers and other workers in respect supply of uniforms in view of the fact that all the workers have to work in similar conditions. The owners have some permanent workers who are called supervisors and khalasis and they are all time rated and as such they are on the rolls of the Company. The rest of the workers are piece rated and are paid daily for the quantity of work done by them. These piece rated workers are floating labour and are not particularly attached to a single stone quarry owner. They earn their livelihood in any quarry where they feel convenient. During the cultivation season they go to the villages as agricultural labour. The benefits claimed by the union on their behalf would amount to prompting the labour to get payment without any work and also without any proper justification. The demand of the workmen for 12 festival holidays is without any foundation. Even in the big industrial houses the number of such paid holidays is not more than 7 days in a year. The basis of such paid holidays is some agreement between the employers and the employees and not otherwise. In Pakur area there are large number of stone quarries out of which some quarries are very small and the management of those quarries will have to close down their business if they are allowed to meet the demand of the workmen. The market for stone of the Pakur area is mostly at Calcutta where the market is competitive. The Stone quarries at Pakur do not have any priority in allotment of wagons and as such alternative arrangements for transport of the stone is costly and uneconomical. Due to the inadequate supply of electricity by the electricity department in Bihar the management have to make alternative arrangement to run their crushers by diesel generators which raise the cost of production. The royalty rate of Bihar Government for the stone quarries is higher than the royalty rate of West Bengal with the result that in the competitive market at Calcutta the management of stone quarries of Pakur have to incur a great loss. In some years the management could not even meet the demand of the workers for the statutory rate of profit sharing bonus as the management were consistently incurring a loss and paid ex-gratia payment. The management of Pakur Stone Quarries are not in a position to bear the additional burden of the cost involved. If the terms of reference are answered in favour of the workmen the result will be that the management of stone quarries at Pakur will have to shut down their business. On the above plea it is submitted that the demand of the workmen cannot be sustained.

The points to be decided in this reference are whether :—

- (1) The workmen are justified in their demand for 15 days paid festival holidays including three national holidays in a year;
- (2) Whether the breakers employed on stone crushing machine in the stone quarries at Pakur are entitled to uniforms and
- (3) Whether the workmen are entitled to sick leave with average wage for 10 days in a year.

The workmen have examined three witnesses in support of their demand. The stone quarry owners also have examined three witnesses in support of their case. The documents filed on behalf of the workmen are marked Ext. W-1 to W-6. The documents produced on behalf of the management have been marked Ext. M-1 to M-13.

It is the admitted case of the parties that the workmen of Quarries at Pakur are getting three paid National Holidays in a year and as such the dispute is in respect of 12 paid festival holidays to the workmen. The demand for paid festival holidays has been made by the workmen of several organisations including mines. The demand of three National Holidays has been accepted by all concerned and those three National Holidays are granted to the workmen of all the mines and industries. The workmen have not adduced any evidence to show that the 12 days paid festival holidays has been given to the workmen of any mining industry. Even in the coal mines the number of paid festival holidays granted to the workmen is limited to 7 days. I am of the opinion that the provision for 7 festival holidays in a year to the stone quarries workers will compare favourably with the number of festival holidays granted in other industries and the same

must be held to be adequate in case of workmen of the stone quarries as well. Even the management's witness MW-2 Shri Mahendra Jha who is the President of Quarries workers union has justified the demand of paid festival holidays to the workmen. MW-2 has stated that inspite of his union's best efforts he has not succeeded as yet in getting festival holidays in any of the quarries. He has stated that the Bihar National Festival Holidays Act Provides the three days national holidays and 7 days paid festival holidays in all offices and factories in Bihar and that the demand of the festival holidays of the workmen is justified. It will thus appear that according to Bihar National Festival Holidays Act 10 days festival holidays including three national holidays are allowed to the workmen working in the factories in Bihar. Of course the said Bihar National Festival Holidays Act is not applicable in the case of the workmen working in the stone quarries but the demand of the festival holidays appears to have been justified by the said Act. According to the coal Wage Board Recommendation 7 days paid festival holidays are granted to the workmen of the Coal Mines and as such I think that the said demand of 7 days paid holidays including the three National Holidays appears to be quite justified to the workmen of the stone quarries.

It has been submitted on behalf of the management that there is already settlement regarding the paid festival holidays between quarry workers union Pakur and 37 quarry owners of Pakur by which the workmen have been given three paid National holidays. The grant of 3 National holidays is not a concession given to the workmen by the management. The workmen are entitled to the three days as National holidays.

The union has demanded supply of uniforms to the breakers employed on a stone crushing machine. It is submitted on behalf of the management that the workers employed on stone crushing machines are not workers working in the mines and as such the Central Government Industrial Tribunal has no jurisdiction to grant the said demand. It is further submitted by them that the breakers are actually working away from the stone quarries and are not workers in mines. MW-3 Shri Sadhan Lal, a partner of Pakur Stone Quarry, has stated that crushing machines are under a shed and that the chelly brakers break the stones which are brought from the quarries. He has further state that one of the crusher machine of his company is at a distance of 1 K.M. from his quarry and that other quarry is at a distance of 14 K.M. from his other crusher machine. Thus it appears that some of the crusher machine are at a distance from the stone quarries. He has also tried to distinguish between the work done by the miners and the chelly brakers. It appears from his evidence that the miners break the stones after blasting at the quarries and thereafter the big stone boulders are brought at the crusher machine side where the chelly brakers break those big boulders to sizes. So that the same may be crushed in the crusher machine. Thus it has been tried to be shown that the work of the miner and the chelly brakers are at different places and that miners actually work in the stone quarries whereas the chelly brakers work away from the stone quarries and as such the chelly brakers do not work in the mines. It is almost admitted in the case of the parties that the chelly brakers break the stones to sizes for being crushed in the crushing machines behind the crushing machine and that the chelly brakers are not the miners. Thus the question arising on the said facts is whether the chelly brakers are workers of "mine" has not actually been defined under the Industrial Dispute Act. In Section 2(1b) of the Industrial Disputes Act "Mines" means a Mine as defined in clause J of sub-section (i) of Section (2) of the Mines Act, 1952. We have therefore to refer to Section 2(j) of the Mines Act which provides that "Mine means any excavation where any operation for the purpose for searching or obtaining minerals has been or is being carried on and includes under Section 2j(x), any premises or part thereof, in or adjacent to and belonging to a mine, on which any process ancillary to the getting, dressing or preparation for sale of minerals or of coke is being carried on. It will appear from the evidence that the big boulders from the stone quarries are carried near the crushing machines whereas those boulders are broken to pieces by the chelly breakers so that the same may be crushed in the crushing machine and thereafter the product is sent for marketing. The premises of the stone quarries or part thereof in or adjacent and belonging to the

stone quarry on which the stone pieces are crushed for sale is covered under the definition of mines under the Mines Act. I hold, therefore, that the Chelley Breakers who break the boulders to sizes for crushing in the crushing machines for marketing the same is covered under the definition of Mines and I hold that the chelley breakers are mines workers.

It will appear that the number of chelley breakers are few. Their job is almost the same as that of the miners. The miners break the stone of the quarries by explosives into big pieces and thereafter the chelley breakers break the said stone into small sizes for being crushed in the crushing machines. As such although chelley breakers are working at different places, even away from the stone quarries, their work is almost the same as that of the miners. Admittedly the miners are getting uniforms from the management and as such the chelley breakers also deserve uniforms. It will further appear that the chelley breakers are working near the crushing machine and any loose garment such as dhoti or lungi etc. may sometimes lead to accidents because of the loose garments being caught by the crushing machines. The workmen working as chelley breakers being poor cannot provide tight dresses to avoid accidents. It is therefore all the more necessary that the Chelley Breakers should be provided with uniform. I hold therefore, that the Chelley Breakers employed on the stone crushing machines should be supplied with uniforms.

The workmen have demanded sick leave with average wage for 10 days in a year. The case of the management is that by settlement arrangement was made for treatment of workers free of cost in cases of accident and sickness arising from the nature of their work. This settlement is not the settlement of the demand of sick leave with average wage for 10 days in a year made by the workmen which has been referred to for adjudication. In the collieries of Bengal and Bihar formerly there was a provision for sick leave of 14 days in a year during which period the workmen were entitled 1/2 of their wages which payment was commonly known as "Sick Khoraki". Subsequently there was a demand by the workmen for revision of the sick leave. The Coal Wage Board Recommendation considered the demand of the workmen of the different union and came to a conclusion that the facilities regarding the paid sick leave requires improvement and after taking into consideration all the relevant factors and circumstances the Coal Wage Board made recommendation that all the workmen shall be entitled to 15 days sick leave in a year on full pay or 30 days in a year on 1/2 pay with a right to the workmen to accumulate sick leave. It also recommended that the sick leave shall be availed only for illness when the application for sick leave is supported by the Colliery Medical Officer if the workman is ill at the colliery and certified by the Registered Medical Practitioner if the workman fall sick when away from the colliery. The said recommendation was accepted in the Coal Mines. The sick leave to the workman has come to be a condition of employment in industrial establishment in the same way as leave with pay. The necessity for rest during the sickness of a workman is an absolute necessity. If the workmen are not provided with means to fall back upon during such sickness and rest, the result will be more disastrous. The grant of sick leave to the workmen cannot be said to be as a way of charity by the employers. One who is giving his entire labour in the working of the industry needs that the management provides him with paid leave during the period of his illness not only for the purpose of his recovery from sickness but also for the purpose of bringing him to the original health so that he may put his full effort in the work of an industry. It is in the interest of the management that their workmen are paid for the sickness period. The grant of free medical aid is a matter which is quite different from the grant of sick leave to the workmen. The workmen, no doubt, during their sickness will require medical aid and medicine but at the same time they would require better food and other necessities during the period of their sickness and if no paid sick holidays are paid to them it is not expected that they will recover soon and devote their labour in the production. It is for this reason that most of the industries have granted paid sick leave to their workmen and I think it is absolutely necessary that the management of the stone quarries should grant paid sick leave to the workers of the stone quarries. The workmen have claimed sick leave with

average wage for 10 days in a year only which appears to be a very modest demand.

It has been submitted on behalf of the management that they are not in a position to fulfil the demand of the workmen made in the present reference. The management have produced some papers such as comparative statement showing the rate of sales tax, royalty, cess tax and electric charges paid in West Bengal and Bihar (Ext. M-9). The management has also produced the copies to show the interruption in the supply of electric energy to the stone quarries. MW-1 has stated that the comparative statement in Ext. M-9 was prepared in his presence. In his cross-examination he has stated that the Electric interruption chart Ext. M-10 was prepared on the basis of the information obtained from electric department but the said original information from the electric department has not been filed. He has further stated that the owners had obtained the information regarding the Ext. M-9 from Sudarshan Ram Purohat Co. but the said information received from the stone supply co. has not been filed in this case. In my opinion such papers which have been prepared in the office of the management have no backing of the original documents and as such it is not safe to put reliance on such documents. It will appear from the evidence of MW-3 that they have granted 12 per cent bonus to the workmen in 1985 although the demand of the workmen were for 20 per cent bonus. In the W.S. of the owners it has been stated that the owners were not in a position to pay the statutory bonus in the past years and as such they had paid ex-gratia payment to the workmen in place of bonus. It is clear therefore from the very evidence of the management witness that the financial position of the owners of the stone quarries had greatly improved and as such they were in a position to pay 12 per cent bonus to its workmen. The balance sheet of a company which is audited by the authorised auditors is the real document to show profit and loss of the Company. Although the owners have produced so many documents they have not been able to produce their admittedly own documents of balance sheet and profit and loss account to show that they were not in a position to fulfil the demand of the workmen. The suppression of those balance sheets itself shows that the owners are avoiding to produce the same as that would have shown that they are profit earning concerns and are able to fulfil the demand of the workmen. I hold therefore, that the owners are in a position to fulfil the demands of the workmen.

The sponsoring union i.e. the Quarry Mazdoor Union is the union working in the stone quarries of Pakur. WW-3 Md. Amin is the General Secretary of Quarry Mazdoor Union. He has stated that his union is registered and is affiliated to United Trade Union Congress. He has further stated that his union is working in all 55 quarries since 1966 and that his union represents the majority of the workmen of these quarries. He has also stated that his union had entered into an agreement with all the managements of the quarries concerned in this case. He has also exhibited agreements bearing his signature Ext. W-2 and W-3. Shri Mahendra Jha, President of Quarries Workers Union has stated that the quarries mazdoor union is functioning since 1978. In his evidence he has stated that the workmen have got bonus at the rate of 12 per cent in the year 1985 and that the Secretary of the quarries mazdoor union had joined in the discussion for bonus and had also agreed to 12 per cent bonus to the said settlement. It is clear therefore from the evidence of the management's witnesses itself that the sponsoring union i.e. quarries mazdoor union is working in the stone quarries at Pakur and the said union was joining in the discussion with the management and that the management had made agreement with them. It is clear therefore that the owners of the stone quarries were dealing with the sponsoring union in settling the labour problems and that the said union was in fact representing substantial number of workmen in the stone quarries.

It is stated on behalf of the management that the workmen working in the stone quarries are floating labourers and they are not fixed labourers. MW-2 has stated that the workers in the quarries at Pakur are not fixed labour and about

50 per cent of them are essentially floating labour. Thus it appears that almost 50 per cent of the workmen working in the stone quarries are working as a permanent workmen. WW-2 Sattar Sheikh is working as a stone breaker. He has stated that he is working as stone breaker since about 20 years. WW-3 has stated that the workers of Pakur Quarries are not migratory workers and that there are some who have worked for about 40 years. He has produced attendance card Ext. W-5 and W-6 to show that the workmen were working in the stone quarries at Pakur continuously since several years. There is no doubt that some of the workmen working in the stone quarries are working regularly since several years and that some of the workmen are working temporarily and are migrating from one quarry to other. It is submitted on behalf of the management that it is not practicable to give the facilities demanded in the reference to the workmen who are migratory and temporary. I think the problem is not so difficult as envisaged by the management. Admittedly, the management pay bonus to its workmen for which they have a criteria under the Bonus Act. All workmen who have worked for 190 days underground or 240 days on the surface within a year will be entitled for the benefits which are being given under the Award. Those workmen who are of migratory nature and have worked on only for a few days in a quarry will not be entitled to the sick leave of 10 days or 7 days festival holidays in a year. The workmen have to complete the minimum attendance of 240 days/190 days in a year in order to have the said benefit. The supply of uniform to the chelley breakers will also be supplied to the chelley breakers who have completed 240 days attendance in a year and uniforms cannot be supplied to the migratory workers who come for work for a day or two in a stone quarry. Thus I do not think the management will have any practicable difficulty in compliance of the Award.

In the result I hold that the demands of the Quarries Mazdoor union, Pakur regarding—(1) 7 days paid festival holidays including three national holidays in a year; (2) supply of uniforms to the chelley breakers employed on a stone crushing machine in the stone quarry; and (3) sick leave with average wage for 10 days in a year is justified and the management is directed to grant the above benefits as discussed above.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-29011/50/84-D. III(B)]

कां० 69.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भेलाराम, कापर प्रोजेक्ट, आंध्र प्रदेश माइनिंग कारपोरेशन लिमिटेड (कां० प्र०) के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक प्रतिक्रिया, आंध्र प्रदेश, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 दिसम्बर, 1985 को प्राप्त हुआ था।

S.O. 69.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Andhra Pradesh, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mailaram Copper Project, Andhra Pradesh Mining Corporation Limited, Mailaram (A.P.) and their workmen, which was received by the Central Government on the 11th December, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD.

PRESENT :

Sri J. Venugopala Rao,  
Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 8 OF 1984.

BETWEEN

The Workmen of Mailaram Copper Project,  
Andhra Pradesh Mining Corporation Limited,  
Mailaram, Khammam District.

AND

The Management of Mailaram Copper Project,  
Andhra Pradesh Mining Corporation Limited,  
Mailaram, Khammam.

APPEARANCES :

Sri D. S. R. Varma, Advocate for the Workmen.

Sri C. Sadasiva Reddy for the Management.

AWARD

The Government of India, Ministry of Labour & Rehabilitation, Department of Labour by its Order No. L-43011(6)/83-D. III(B), dated 3-2-1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Mailaram Copper Project, Andhra Pradesh Mining Corporation Limited, Mailaram (A.P.) and their workmen to this Tribunal for adjudication :

"Whether the management of Mailaram Copper Project of Andhra Pradesh Mining Corporation Limited are justified in denying to their daily rate workers monthly scales of wages and allowances at par with their regular employees? If not, to what scales of pay and allowances are the workmen concerned entitled and from what date?"

This reference was registered as Industrial Dispute No. 8 of 1984 and notices were issued to the parties.

2. In the claims statement of the Workmen, it is mentioned that they are represented by the Andhra Pradesh Copper Mines Workers' Union, Mailaram and that they representing to the Management of a long time in respect of the permanent wage structure and the Management entered into a settlement under Section 12(3) of the I.D. Act on 28-2-1978 wherein it was agreed under Clause 3 that both the Management and the Union representative have agreed to collect the wage structure prevalent in various Mines and factories in that area and sister concerns with the object of evolving suitable wage structure to Mailaram Copper Mines. It is also agreed to get work done by end of May 1978 and to start discussion in the first week of June 1978 and arrive at final understanding by the end of June 1978.

(a) But the Management did not favour with any proposal although time stipulation was recorded therein. The Management having seen wage structure of Agnigundala Copper Mines, Nava Bharat Ferro Alloys Limited, A.P. Steels Limited, and Kathri etc. found that their grades are so high that the industry cannot bear the burden and therefore the settlement was not implemented on that plea. The settlement is marked as Annexure I to the claims statement. The Union gave a strike notice and the Management failed to implement the same within the stipulated time as per Annexure 2. Thereupon there was another Settlement under Section 12(3) of the I.D. Act, on 27-5-1982. It is agreed upon that the Management to study and examine the wage structure of regular workers prevailing in industrial undertakings of Government of Andhra Pradesh within a month and will hold further discussions with the Union to formulate the wage structure. Thus there is time stipulation in the Settlement which was entered into under Section 12(3) of the I.D. Act but the Management did not do even that regard to the workers as per Annexure 3.

(b) The Management is implementing the dual wage structure for the workers working in the Organisation such as those who have become regular workers with separate grades and with daily rates in other regular workers. They are given minimum wages according to the Notification issued

by the Government of India applicable to categories of employees employed for granite mines, Asbestos Mines, Copper Mines, Barytes Mines and Clay Mines and they are revising minimum wages from time to time. The Management of Mailaram Copper Mines Working under the A.P. Mining Corporation Limited has given four categories of grades for their workmen working in different capacities. Their basic wages excluding all benefits is enclosed in Annexure 4. The wage structure of the categories for the workmen in four categories is as shown in the claims statement. Apart from they are getting Dearness Allowance at the rate of 55 per cent of the basic wages, Project allowance at the rate of 15 per cent on their basic wages, Medical allowances at the rate of Rs. 40.00 per month, Conveyance allowance at Rs. 10 if the workers coming on cycles, and the Management is not giving the same facilities of wages to the other workers working from the inception of the Project by discriminating them by giving minimum wages according to the Notification of the Government of India. They provided a list of workmen who are not being provided with the same wages and facilities which is the subject matter of the dispute as Annexure 5. The Management should not discriminate from worker to worker when all have been regular and permanent. There should be only one grade or wage structure to the entire Copper Project while the staff are given Government grades, the other daily rated who are permanent are denied with these facilities. To facilitate the enquiry the claims statement contained the wage structure of the various industries is shown as Annexures 6 to 11. Since the Management is not implementing the wage structure of the State Government undertakings as agreed and also the Management in discriminating in giving the workers only minimum wages under the Notification of Government of India to some of the workers in the name of regular employees with separate wage structure though all the workers are working together in the same mine either on surface or underground it amounts to discrimination and the same is also contrary to principles of natural justice. So the workmen who are drawing minimum as per the Notification of Government of India should be given wages comprising of basic D.A. Variable Dearness Allowance, House Rent Allowance, Underground Allowance in line with regular workers of Mailaram Copper Mines as the wages drawn by the workers of nearby industries with retrospective effect.

3. The Management of Mailaram Copper Project represented by Andhra Pradesh Mining Corporation filed a counter. In accordance with the Settlement under Section 12(3) of the I.D. Act dated 28-2-1978 the Management brought the various wage structures from other projects but however found that the wage structure above referred units were formed after the unit have gone full scale and the Andhra Pradesh Mining Corporation could not consider these scales for evolving a wage structure as the Mailaram Copper Project did not come to the commercial production stage. The Union has agreed vide para 2 of page 2 of the Settlement that the Management made sincere and whole hearted efforts from various sister units with an open heart to evolve a proper wage structure.

(a) The claim of the Union for wage structure on par with the regular employees of the Corporation was not justified for the following reasons as mentioned in the counter as 1 to 6. As per the Management the man power position of regular daily rated workers in various units of Andhra Pradesh Mining Corporation are shown therein the counter. At Mailaram for the purpose of this case regular employees are shown to be 29 and number of daily rated are shown to be 86 while at Head Office of the Mining Corporation the regular employees are shown as 67. The Management mentioned that the daily rated workers are covered under the Mines Act and the regular workers are covered under the Service Rules and thus there is no discrimination. It is mentioned that the Management kept the matter open to consider the specific case where the daily rated workers fulfilled the qualification and experience stipulated under the Service Rules for consideration to regular grades subject to the vacancy existing and as per over all seniority among the daily rated workers. The question of pay and allowance other than the existing wage scale with annual incremental benefits cannot be considered at this stage because of the financial position of the Corporation and without knowing the viability of 1281 GI/85—11

the Mailaram Unit after it goes into commercial production. The daily rated workers are getting annual incremental benefits and the wage scale, two paise of uniform annual and a bar soap to each worker every month and free medical aid to workers and family members and all the workers are covered under the Janata Personal Accident Insurance Policy and also they are provided accommodation under the Government scheme and Festival Advances.

4. The workers examined two witnesses W.W1 and W.W2 and marked Exs. W1 to W6 while the Management examined two witnesses M.W1 and M.W2 and marked Exs. M1 to M7.

5. W.W1 is one A. Ravi working as Mechanic in Mailaram Copper Project since 1976, which is situated in Khammam District. He mentioned that he is working as daily rated worker and there are 76 labourers working as daily wage. According to him they lift the earth by digging, drilling, timbering, Generator Operator, Compressor Operation, Mill operation, Crushing operation, Load checking, Power operation etc. It is his case that originally the copper extraction was done on three shifts for the last two years. They are having one shift and the shift consist of 8 hours duty. He specified that there are three types of workers, they are skilled, semi-skilled, and unskilled. Among the skilled workers those who work underground get Rs. 18.00 per day and those who work surface get Rs. 15.00 per day. Among the semi-skilled who work underground get Rs. 14.50 per day and on the surface they get Rs. 12.50 per day. It is further deposed that unskilled who work underground they get Rs. 12.30 per day and on surface they get Rs. 9.75 per day. All the three types of labour are maintained muster-rolls, attendance and without these labourers the work in the Mine will not proceed and the work is there throughout the year. According to him there are 32 permanent staff in the Mailaram Copper Project and there are four grades of them. According to him they are treated as regular employees and they are having different categories and the reference had nothing to do with them.

(a) He deposed that there are 76 daily rated workers working on daily wages apart from those 32 permanent employees. The Mailaram Copper Project is sponsored by A. P. Mining Corporation, Mailaram Khammam District. He mentioned that the labourers who work underground irrespective of their scales get 7 days casual leave in a calendar year while those who work on surface 15 days casual leave and all the workers are having annual medical leave and 7 days special leave and all of them are paid over time wages. It is also his case whenever a worker is absent and if anybody works in his place he will be given holiday for the service rendered by him. He deposed that they have no permanent wage structure. The first agreement arrived at with the Management is marked as Ex. W1, and the same is not implemented when they gave a strike notice. The strike notice given by them is marked as Ex. W2. The Management again entered into a Settlement as per Ex. W3. In other words they are seeking Rs. 290.00 per month as basic pay for the unskilled workers, Rs. 325.00 per month for semi-skilled workers and Rs. 410.00 to the skilled as per the wage structure with reference to all daily rated employees and they are also requested Rs. 50.00 per worker as House Rent Allowance as there are no houses in and around Mailaram. It is mentioned that the regular workers are given constructed quarters and they are also residing there. He claimed Rs. 75.00 as D.A. should be given to each worker and all the workers should be given usual variable Dearness allowance and Rs. 50.00 per month to each labour as medical allowances. It is his case that conner involve inhaling of gas by crushing stones and also milling the copper. Therefore they require medical allowance at Rs. 50.00 and Rs. 50.00 underground allowance to those who work underground.

6. W.W2 is M. Komariah who is the President of the Andhra Pradesh Copper Mines Khammam since 1974. He mentioned that there are daily rated and monthly rated workers in Mailaram Conner Project and in both the cases there are skilled, semi-skilled and un-skilled workers as three categories. He mentioned that for both the daily rated and monthly rated whoever is designated as unskilled they are fixing Grade IV i.e. Rs. 290—425 as shown in his claims statement. The semi-skilled known as Grade III are in the scale of Rs. 325—500 as shown in his claims statement. The skilled

are in Grade II in the scale of Rs. 410—625 as shown in his claims statement. The highly skilled is known as Grade I and they are in the scale of Rs. 475—760 as shown in his claims statement. It is his case that for the monthly rated workers they are given scales mentioned by him while the daily rated workers are given minimum wages prescribed by the Government Order as per the Government Notification. Peons, Office boy, Chowkidar, Water Boy, Sweeper are getting minimum wages of Rs. 11.00. The said G.O. is marked as Ex. W4. They are all unskilled workers. According to him if the same unskilled workers are working in the Head Office with the same designation they are given Grade IV in the scale of Rs. 290—425 in addition to all other benefits. He asserted that the job pattern of the work done by them is one and the same for the unskilled workers mentioned in Ex. W4 as well as the workers working in the Head Office.

(a) Similarly in the case of skilled workers known as Blasters, if they are on daily wages prescribed are Rs. 17.00 under Ex. W4 and the same Blaster who are in the monthly rated scales are paid at Rs. 410—625. In the case of Driver who is also skilled at the project level is given daily rated of Rs. 17.00 as per Ex. W4 whereas the same Driver discharging the same duties on monthly rated wages he is paid Rs. 410—625 in Grade II. According to him though some of the workers are styled as daily rated dunes and nature of work extracted by the Management with similar category of monthly workers and daily rated workers is the same. He also mentioned that the workers who are discharging the duties of daily rated are also permanent.

(b) According to him the Hoist Driver and Electricians are skilled but they are shown as daily rated workers and monthly rated workers with two types of salaries for similar duties. W.W2 deposed this is happening only in Mailaram Copper Project and nowhere else. He cited in the case of A.P. Steel Works, Palvancha which is adjacent to the Mine there is no such daily rated and monthly rated employees with the same designation. According to him even in the Singareni Collieries, Kothagudem there are daily rated workers but they get all attendant benefits which the monthly rated employees get as wages and attendance benefits. The total payment when analysed for daily rate workers and monthly rated in the Singareni Collieries will be equal. According to him under Ex. W7 the Clerks are given minimum wages on daily rated basis at the rate of Rs. 17.00 but the Clerks working in the Mailaram Copper Project officer on monthly rated basis are paid Grade II regular scale of Rs. 410—625. According to him under Ex. W1 settlement dated 28-2-1978 the Management agreed to treat every workman who had have completed 190 days in a calendar year as permanent workers and issue service cards to all the permanent workers. He also mentioned that all those who had continuous completed 190 days are treated as permanent workers. But still the Management is refusing to give the grades though they are permanent in respect of the categories of workers on par with monthly rated workers. According to him the Management brought various wage structure prevalent in various mines and sister concerns and after seeing them Management stated that the wage structures prevalent in the other Mines and factories are very high and expressed their inability to implement and the said wages in Mailaram Copper Mines. Then they gave notice of strike. Later on the Management entered into an agreement as per Ex. W3 to study the wage structure within a month. According to him for all daily rated workers the Management maintaining 'B' Register contains all service particulars of the individuals regarding date of joining, the work he is doing, whether skilled or semi-skilled and the wages paid etc. According to him if he is hourly temporary worker the question of maintaining 'B' Register did not arise and all of them are given identity cards. He marked one identity card as Ex. W5. According to him the Management failed to implement the agreement Ex. W3 also. According to him it is not correct to say that the Management is not earning profits and that they have not reached the production targets.

(c) It is his case that there are 76 daily rated workers who are involved in this dispute and that all these workers are made to work only in one shift in view of the reference to the Tribunal. According to him before this reference they were working in three shifts and he tried to indicate once the settlement is over they may start again three shifts. According to him if the workers are made to work in three

shifts the production would be more and it is advantageous to the Management and workers and industry and there will be full capacity which they can achieve. According to him the workers in the project are treated in a different form when considered with the other workers situated in similar circumstances in and around the said Mining factories. He also mentioned that the minimum wages are revised once in two or three years and there will be increment of 4 annas or 50 paise given yearwise is being merged instead of adding at the time of revising the minimum wages and thus there is no benefit to the workers. He also pointed out that in Government Public sector undertakings irrespective of the loss the scales of grades mentioned by him are paid to the workers as per categorisation therefore from 1978 onwards he asserted that all these 76 workers must be treated as permanent employees and paid monthly scales of wages and allowance on par with the regular employees.

7. M.W. 1 is the General Manager incharge of finances of A.P. Mining Corporation. According to him the financial statement of the loss incurred after commencement of the commercial operation in the year 1981-82 to 1983-84 the statement is marked as Ex. M1. He also filed annual report accounts for the year 1981 as per Ex. M2. The annual accounts for the year 1982 as per Ex. M3 and the Annual Report of 1983 as per Ex. M4 and Annual Report of 1985 as per Ex. M5. It is his case that as on 31-3-1985 the Mining Corporation of the State incurred a loss of Rs. 193 lakhs excluding the Mailaram Copper Project. At Mailaram Copper Project the total loss incurred during the period from 1981-82 to 1983-84 is Rs. 52.74 lakhs.

8. M.W2 is one S.C. Varadarajam who is Senior Mines Manager at Mailaram Copper Project since 1984. According to him the monthly rated staff are appointed under A.P. Mining Corporation Service Rules while the daily rated employees are governed under the Mines Act and Industrial Disputes Act. He also mentioned that the monthly rated members are staff of the Corporation. At Mailaram there are such 26 members of staff. He maintained that the staff are holding specific qualifications as prescribed by the Corporation and the pay scales for each posts are prescribed by the Corporation. According to him the daily rated wages are fixed under the Minimum Wages Act and they are revised from time to time. According to him he is the unit head of the Mailaram Copper Project. He admitted that the daily rated workers are skilled, semi-skilled and unskilled. After seeing Annexure IV of the claims statement showing 30 regular staff members mentioned that they are skilled staff and they are assigned particular responsibility and they had specified qualification to hold the said job. According to them none of the 30 persons shown in the Annexure IV of the claims statement do any unskilled work which is in the nature of work unskilled done by daily rated workers. He admitted that there is no specified qualifications required for semi-skilled daily rated jobs work. In the case of skilled daily rated workers he admitted that they do drilling, compressor, operation etc., they have special qualification except experience. He mentioned that there are 17 persons working as daily rated employees. He also admitted that the daily rated workers are paid benefits under the Provident Fund, Bonus, Janata Accident Insurance Policy, Commoratorium increments and two sets on uniforms free medical aid etc. apart from the minimum wages given. After seeing annexure V of the claims statement where 87 workmen are shown. The witness stated that except A. Ravi S. No. 14 (who holds a driving licence) none of them possess any qualifications or certificates are possessed by the persons mentioned in annexure IV with reference to 30 staff members. He concerned that Form B Statutory Register of employed persons is maintained in the Mines and that it does contain the names of the staff 30 persons in Annexure IV and also the names of daily rated workers shown in Annexure V.

(a) Finally he mentioned that their Unit at Mailaram did not go into commercial production till date of deposition and they are conducting trials runs, to establish parameters for production. According to him the Mailaram Copper Mines is designed to mill 100 tons of ore in 24 hours of operation. It is also required that the copper contents in the tailings it should not exceed more than 0.06 to 0.08%. According to him the third parameter is consumption of re-agents used in the process

should be within the permissible limits. He maintained that unless these parameters are established, the commercial production will not be viable. According to him these parameters could be established as there is difficulty in the machinery. It is his case that an earlier occasion that they had problem of non-getting adequate water and same was solved now. In a single shift operation on an average of 20 metric tonnes of ore gives a production of 0.3 to 0.5 metric tonnes of copper concentrate being produced per day in the trial runs and the sale value of the copper product in the trial runs every day is Rs. 281 percent of copper in the concentrate including payment of Royalty freight and forwarding charges, and they are producing 0.3 to 0.5 metric tonnes which would fetch Rs. 1,200 to Rs. 1,500 per day. According to him in 1982 copper concentrate produced in the process of trial runs is 70 metric tonnes or copper concentrate. He filed the existing scales for the post of regular staff which is marked as Ex. M-6. According to him the present wage bill of daily rated workers comes to Rs. 32,000.00 per month and the workers demand are to be met as mentioned in the claims statement may come probably to Rs. 60,000 to Rs. 70,000 per month. In the cross examination he admitted that they are no educational qualifications except experience for the daily rated workers while they have got staff pattern for monthly rated staff. But he could not produce anything to show that they have got staff pattern for their regular employees. He conceded that the duties are for regular employees as well as daily rated workers is the same. He conceded that there are skilled workers as shown in V Schedule of the claims statement. He also conceded that all these daily rated workers have undergone vocational training at Kolar Gold Fields. He conceded that there were previous instances when the daily rated workers were regularised as permanent staff depending upon qualifications and experience. After seeing Ex. M-7 he said there are no qualifications mentioned for the Drivers post in the regular staff scale. He conceded that there is Sweeper and Watchman on a daily rated basis on the project while they are on regular basis at Head Office. According to him Ex. M-6 is the staff pattern for the entire mining corporation for the State. The witness atleast hoped to get commercial production to be commenced which one or two years. It is conceded that it is not possible to achieve commercial production with 30 staff members with 76 daily rated workers and they have to increase the workers when the commercial production started by recruiting them. He also conceded that all the posts in Rx. M-6 are not in the Mailaram Copper Project G.O. regarding the temporary and regular employees governed by monthly scales is marked as Ex. M-6 by consent. It is found that the permanent regular employees apart from the monthly basic salary persons are getting D.A., Medical allowance, conveyance allowance, project allowance, L.T.C., Bonus and these are not given to the daily rated workers in the Project.

9. The admitted facts leading to this reference are as follows :—The Andhra Pradesh Mining Corporation is a public sector State undertaking owned by the Government of Andhra Pradesh. It has a Copper extraction Project at Mailaram situated in Khammam District. The Andhra Pradesh Mining Corporation took up this Copper extraction project of Mailaram since 1979 while the Mailaram Copper Project was there in existence since 1976. It is admitted that there are 76 workers working on daily wages and these workers attend to earth digging, drilling, dumping, generating operation, compressor operation, Mill operations, crushing operations load checking and power operation etc. It is not disputed that the originally copper extraction was done on three shifts and for the last two years they were having only one shift and the shift consist of 8 hours of duty.

10. It is also admitted that there are two types of persons handling this mining project. There are 30 permanent staff shown in annexure IV of the claims statement. The reference in this dispute has nothing to do with the monthly scales of wages admittedly given to these 30 permanent staff in this Mailaram Copper Project. The Mining project is having three types of daily rated workers who are admitted to be permanent and they are in the category of skilled, semi-skilled and unskilled. The Management is paying for the skilled workers who do the work in the underground at Rs. 18.00 per day, for those who work on surface get Rs. 15.00 per day. Similarly in the semi-skilled category those who work underground will get Rs. 14.50 per day while those who work on the surface get Rs. 12.50 per day. Similarly for those unskilled who work underground they get Rs. 12.30

per day and those who work on the surface will get Rs. 9.75 per day. Thus this dispute is relating to these daily rated workers who are not given monthly scales of wages and allowances as are paid to those staff shown in annexure IV. There is no dispute that the wages paid to unskilled who are shown in Category IV are in the scale of Rs. 290—425 as shown in the claims statement at page 3. It is not in dispute that those who are semi-skilled and permanent staff are shown in the category of Grade III in the scale of Rs. 325—500, and those who are skilled of the permanent staff are in the Grade II with basic pay of Rs. 410—625. The evidences of WW-1 and WW-2 would show that there is highly skilled grade and they are shown Grade I in the scale of Rs. 475—700. We are not concerned about Grade I people here which the permanent staff are enjoying. The workers who are there admittedly since 1976 and who by virtue of the first settlement dated 28-2-1978 under Section 12(3) of the I. D. Act marked as Ex. W-1 were agreed to be treated as permanent workers who have completed 190 days of work in a calendar year by seeing the service card. In other words by virtue of Ex. W-1 which is conceded by the Management, all these workmen who are in Schedule V of the claims statement are taken and admitted also in the evidence as permanent workmen by virtue of 190 days service prior to the settlement. It is obvious that all these workmen worked for 190 days in a calendar year proceeding to the settlement because they are being working since 1976. In fact that these daily rated workers are permanent is not disputed by the Management. A careful perusal of the evidence of MW-1 and MW-2 and cross examination of WW-1 and WW-2 would show the same. WW-1 mentioned that these daily rated workers by virtue of Ex. W-1 were treated as permanent workers but no permanent wage structure was given. They issued a second notice under Ex. W-2 when the Management entered into a second settlement under Ex. W-3. Even this is under Section 12(3) of the Industrial Disputes Act dated 27-5-1982. The Management agreed to study and examine the Wage Structure of the regular workers prevailing in industrial undertaking of the Government of Andhra Pradesh within a month to have further discussions with the Union to formulate the wage structure. So the daily rated workers are accepted to be permanent employees or regular employees whatever term is applicable. But, for arriving at a wage structure of these workers in the first settlement under Ex. W-1 they agreed to collect the wage structure prevalent in various mines and factories in the area, sister concerns and they agreed to have the work done by the end of 1978 and to arrive at final understanding by the end of June 1978. In the second settlement dated 27-5-1982 the Management agreed to consider to impart factual and technical training to only eligible workers to enable them to obtain skills and professional qualifications and promised to study and examine the wage structure of regular workers prevailing in the industry and undertakings of Government of Andhra Pradesh within a month. So it is not in dispute that these daily rated workers are permanent workmen. The evidence of MW-2 would show that there is 'B' Register is maintained as statutory register for both the names of staff of 30 persons in annexure IV and the names of daily rated workers shown in annexure V. He admitted that the daily rated workers work for 8 hours in a shift and the regular employees also work for 8 hours. He also conceded that all these daily rated workers have undergone vocational training in Kolar Gold Mines and he also mentioned that there were instances when the daily rated workers were regularised as permanent staff depending upon the qualifications and experience. He also conceded that it is not possible to achieve the commercial production with 30 staff and 76 daily rated workers and they have increase the workers when the commercial production started by recruiting them. Finally he mentioned that he had no idea regarding how much was spent by the Corporation on the wages of daily rated workers in these three years i.e. 1982 to 1985. Ex. M-6 is filed by him to show that existing pay scales of regular staff and he filed Ex. M-7 to show the requisite qualifications required for holding the said posts. As seen in Ex. M-6. Ex. M-6 clearly indicates this in claims statement scales shown under Grade IV to Grade I as being given to the permanent staff. Now the workers Counsel questioned that the empty designation that he is a permanent workmen which was agreed to by virtue of Exs. W-1 and W-3 settlements had no real effect when they are only to be treated as daily rated workers under the Minimum Wages Act and they should be specified a monthly wage structure which was promised under the two settlements Exs. W-1 and W-3 and also they should given regular pay scales on similar

lines as given to regular employees namely those 30 staff members. In other words they want the regular wage structure to be prescribed and also to pay them wages on monthly basis just as paid to other permanent staff and give them other allowances and benefits on par with the regular employees in their respective categories of skilled, semi-skilled and unskilled by giving them benefits like Dearness Allowance, House Rent Allowance, Basic Pay etc., the Management infact mentioned that they were giving them as could be seen from the evidence of WW-2 and the counter that apart from the Minimum wages given to the daily rated workers they were giving benefits of Provident Fund, Bonus, Janata Accident Insurance Policy, Commoriation increments and two sets of Uniforms and free medical aid.

11. In other words these daily rated workers though they are permanent and though they are given certain benefits like Provident Fund, Bonus etc., they are not paid wages on a monthly basis just as 30 staff members shown in annexure IV and they were also not given Dearness Allowance and Project and Variable Dearness Allowance etc., Medical Allowance and house rent allowance etc. which are given to permanent employees.

12. Whether the Management is justified in denying to their daily rated workers, monthly scales of wages and allowance on par with their regular employees in the said circumstances?

13. One argument advanced by the Management is that the Andhra Pradesh Mining Corporation has got its own service rules under which the staff recruited therefore these daily rated workers who are covered under the Minimum Wages Act cannot seek such monthly wages scale and other allowances on par with them. It is argued for the Management that it is commonly found that many industrial establishments that they are hourly rated, daily rated and monthly rated workers and that payment of Minimum of Wage Act refers to daily rated workers. So it is argued by the Management Counsel Sri Sadasiva Reddy that daily rated workers also are permanent employees and they cannot be treated as casual labourers and they cannot be removed by the pleasure of the Management in view of the protection afforded by law. So it is contended that there cannot be any discrimination on this ground. First of all having agreed under two settlements arrived at between two parties concerned that those who work for more than 190 days proceeding to the settlement will be treated as permanent workmen and having admitted them to be permanent workmen and having not challenged the same settlement by M.W1 or M.W2 or having not suggested in the cross examination of W.W1 and W.W2 to that effect, and having also suggested to W.W2 further that the daily rated workmen are also permanent workmen, under the I.D. Act, and that they cannot be removed by the Management, it is surprising that the management wants to get over it on a lame excuse. The question to be seen is whether there is any difficulty in fixing the wage structure by stating the wage structure of the regular workers prevailing industrial undertakings of the Government of Andhra Pradesh within a month as promised under Ex. W3. For this there is no answer. On the other hand W.W1 and W.W2 deposed that they have no permanent wage structure and the agreement both under Ex. W and W3 were not implemented by the Management and they should be paid Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Underground Allowance. W.W1 denied the suggestion that several establishments or factories mentioned in the claims statement were having their own wage structure commensurate with their wages depends upon their profits. Having agreed to examine their scales, with reference to the corresponding daily wages workers in Government Corporations to say that they were not able to do the same or decide the same as they did not enter into commercial production is incorrect. The further suggestion of the Management as to W.W1 that the Corporation is already paying higher wages prescribed under the Minimum Wages Act and that there is no necessity to refix the wages as it was incurring loss is denied by the workers. Now the stand evidently is strongly based upon the arguments that these daily rated workers admittedly are skilled, semi-skilled and unskilled and who are permanent employees cannot be given wage structure as agreed upon by giving monthly scales of pay on the sole ground that Mailaram Copper Project is only of its kind in the region

and it has still to go into commercial production and thus the establishment parameter as understood for commercial production are achieved the viability of the project cannot be determined and that the Unit is running under loss and therefore the financial position of the Unit is such that it cannot bear any additional burden of higher wages. For this the evidence of M.W1 and M.W2 and Exs. M2 to M5 were relied upon. It is pointed out therefore that the Andhra Pradesh Mining Corporation as a whole has no financial capacity to bear the burden of higher loss if the wage bill is increased for giving monthly scale daily rated workers. It is pointed out that the same would amount to Rs. 3-1/2 lakhs additional wage bill as deposed by M.W1 and M.W2 per year. In this context the Management relied upon the decision relied in Ahmedabad Mill Owners Association v. Thakore (1967 (1) LLJ, page 733) first of all the facts in Ahmedabad Mills Association and others relied upon had no connection with the present issue. It was a case where the provision of Bombay Industrial Relations Act were held not ultra vires in relation to the constitution on the ground that it granted rights to the Union to make a reference to Industrial Court while no such right was granted to the employers. Moreover it is also with reference to the amended procedure and authority to grant leave under the Standing Orders. In workmen of Shri Bajrang Jute Mills v. Employers (1970 (11) LLJ, page 6) it was held that the recommendation of the Wage Board suffer from vital infirmity namely capacity to pay which is a pre-requisite condition and the same was not determined and it is also pointed out that the Wage Board compared the Respondent jute Mills with much large jute mills situated in West Bengal and outside West Bengal without following the industry-cum-region principles. It is not the case of the A.P. Mining Corporation as per their annual statement of accounts filed under Ex. M2 to M5 that the Mailaram Copper Project which is undertaken by them is not considered on the industry-cum-region principle for fixing the Wage for arriving at the wage structure of the employees. It is not at all the Management's case moreover the A.P. Mining Corporation has given Annual statements pertaining to eight projects which were on hand with them of which Mailaram Copper Project is one. Therefore the balance sheet which are shown under Exs. M2 to M5 would not show the profit and loss but it only indicated expenditure over and above the income and it is also interesting to note the miscellaneous expenditure is shown to be set off against the future profit that may be granted. This miscellaneous expenditure is being shown as loss till the project produced the copper commercially. In other words the real profit and loss account will be counted from the time of commercial production. Till such period it goes without saying that any amount of argument developed by the Management that they are incurring loss or that they will be having Rs. 3-1/2 lakhs per annum additional wages if agreed to this wage structure cannot be loss or burden but it will be only an expenditure. In other words it is only a expenditure otherwise known as investment of capital for achieving commercial production. So Exs. M2 to M5 had practically no significance to show that there is a production and there is loss and that therefore the Mailaram Copper Project is incurring loss resulting in non-fixation of wage structure to the workers who are admittedly permanent employees. Ex. M1 which is filed is really wonderful document. First of all it is not a profit and loss account. It is clearly mentioned that they have not commenced commercial operation to determine commercial profit/loss as per the accounting procedure. This itself is a clear admission to show that the statement which is filed under Ex. M1 had little significance to say that by fixing the wage structure to these permanent employees who are styled as daily rated employees, that the Mailaram Copper Project is likely to incur loss. When there is no commercial operation even according to M.W1 and M.W2 due to some technical defects the commercial production cannot be reached. It is worth noting even M.W2 admitted that these 76 or 86 permanent-cum-daily rated workers are not sufficient if commercial production has to be achieved as expected. First of all M.W1 and M.W2 came forward before the Tribunal with different figures of copper extract and income on, it admittedly it is the Management's case that the Mailaram Copper Project is still under trial production. The project is designed to mill 100 tons of ore in 24 hours operation and these 76 daily rated workers are the back bone who are behind the extraction of copper ore and they are the persons who work either on

surface or underground of the Mine and their combined efforts result in actual extraction of ore. While the staff get certain privileges on the basis of monthly wages. Thus permanent daily rated workers are not entitled to the benefits to Dearness Allowance variable dearness allowance etc., when there are technical defects as is contended when there is no commercial production and profit and loss cannot be accounted as per procedure as conceded by M.W1 and M.W2 and Ex. M1 when they are showing Exs. M2 to M5 as miscellaneous expenditure. It is unethical, irregular and also illogical to say that this copper mining project is incurring loss and that paying another Rs. 3½ lakhs by restructuring their wages will be an additional burden. When there is no commercial production and when the loss of profit cannot be determined it cannot be attributed or connected with the salaries of the workers.

14. The preliminary force for achieving production is only depending upon these workers but not open to those 30 staff who are shown permanent, regular, monthly wage staff. Even the evidence of M.W2 would show that these 30 regular staff cannot achieve production without their workers and similarly the workers cannot achieve production without the staff. So tagging on this restructuring of the wages to the permanent workers as conceded in the settlements cannot be linked with the commercial production. Of course any industrial disputes as pointed out by some of the experiences and specialist it would show that the Management not settling service conditions of workers for years is a primary cause for an industrial dispute. The labour should not be abrasive nor the Management an unlovable person. Sometimes money reaches not only the pockets, but also the heads leading to 'stiff positions' to be taken up by each side. The Management is not the "holy cow" not to be milked at all, nor is it a 'golden hen' to lay eggs, whenever the worker wants. Both are extreme and unenviable positions to take. The International Labour Organisation convention has done yeoman service to labour community by highlighting the concept of minimum wages. It is more necessary that people who are working under difficult and hazardous conditions are given priority in fixing proper wages including the women labour. We always find that the labour force is categorised as N. M. Rs., contract labour, work charge employees and contingent employees. These are all some of the names given to labour force. But if these categories of workers are employed by Government undertakings like the Electricity Board, Road Transport Undertakings and State Undertakings like Mining Corporation. The present one they often become veritable centres or Cess spoils of dissatisfaction as the service conditions of these categories are never determined appointment of casual labour is a practice which several managements resort to get routine, or work of a permanent nature, done by a casual labourer instead of by regular to deny the benefits to workmen to the maximum profit and to minimise the wages. This practice should be strictly and stubbornly to be done away in any establishment or undertaking, particularly under the Government and undertakings which should be the model employers at least this kind of labour force who are there as casual labour should be made permanent at least five years after initial appointment and the "Democles sword" in permanency or removal should not be hanging on their heads throughout. So far these workers when there is no commercial production loss, if any, cannot be attributed to the production as is conceded and shown under Ex. M1 and also from Exs. M2 to M5. The question of tagging on of expenditure shown by these statements or connecting them with the salaries of workers to be fixed as agreed upon did not arise. How long the workers should be kept on minimum wages? When they are admittedly permanent workers and when it is conceded that they cannot be removed and that they are permanent labour force you cannot keep them on minimum wages for ever. It is admitted that there should be more number of workers for making a production of continuous one and to also arrive at a target of production of 100 tons of ore on 24 hours operations. In other words the Management is making these workmen to work for minimum wages for their future profits by evading the commercial production. This should not be allowed at the cost of permanent "daily rated workmen" when M. W2 conceded that the profit and loss account will be arrived at only after comparing the regular production

and expenses incurred and when there is no regular production. The question of loss as set up did not arise further. The permanent daily rated workmen is a peculiar concept unknown to industrial law and argument of the Management Counsel that they are given of all the concessions like uniforms, medical, Janata Personnel Insurance Policy and leave facilities have little significance. There is Attendance Register maintained for them and they are doing same hours of work as any other workers of similar category of permanent staff. They are coming under the slogan of equal wages for equal work except stating that these 30 staff members are having qualifications and they have got more responsibility, nothing perceptible is shown to show that these workers in Schedule V are not having either experience or doing different work in similar categories are having different attendance registers or having different hours of work. In fact if one is absent the other workman is made to work in his duty. Academic qualification contended or set up as a criterion for equal pay for equal work had no nexus here. In fact Exs. M6 and M7 must be read with Annexures 7 to 11 of the claims statement to understand the situation. All these worker are also trained at Kolar Gold Mines, they are also having skilled, semi-skilled and unskilled categories just as these people have grades in their wage structure. They do identical work for the same hours of duty and both are permanent employees of the same Corporation. For instance Sweeper-cum-Watchman and Electrical helpers and Winding Engine operators who are working at project or office either skilled, semi-skilled or unskilled but having different pays. There is no rationale in maintenance of double system of pay between workers who are doing same job at office and project and it amounts to naked case of discrimination. The evidence of W.W. 2 and MW2 would show and justify while the 30 staff who are shown as permanent or skilled and there is no unskilled and semi-skilled and finally when the Management witness conceded that person is an unskilled post in both permanent staff and daily rated workers and similarly that there is a Watchman and one Engine Operator in both daily rated and permanent staff. It goes to show that the Management is try to confuse and make best out of it on the ground that any increase in the wage structure to the burden of Rs. 3½ lakhs per annum. Having implemented the settlements partly and having conceded that these employees are regular and when annexures 6 to 11 are readily available for fixing the wage structure, pay comparative regarding the wage structure of all establishments near and around and also for Government undertakings of similar nature to say ultimately that they are not able to give wage structure to these workers who are the primary force to achieve the production to make it a commercially viable unit and when these employees are admittedly working since 1976 i.e. for more than 10 years and having conceded in unequivocal terms that they are permanent workers as per the settlement that they should be paid only under Minimum Wages Act is unthinkable.

15. First of all the principles of equal pay for equal work is not enforced in the instant case, there is clear discrimination. These employees should not only be conceded to be permanent but when they are working in difficult hazardous conditions by drilling, cutting and digging and loading in the Mines both underground and surface in the categories of skilled, semi-skilled and unskilled they cannot be kept without any service conditions and make working clause who are primary force for production to be veritable centres dissatisfaction without any permanent wage structure for more than 10 years. Now even from the evidence of M.W. 2 he was not very clear when they are likely to enter into commercial production. When it is conceded that the 30 staff members in annexures IV of the claims statement every day do unskilled work of the same nature done by unskilled workers of daily rated wages and when the blasting helpers and pump operations have no special qualifications and both the daily rated workers do drilling and compression operations without any special qualifications to say that there is no comparison between the qualifications and nature of work of the 30 staff members who are shown as permanent with monthly wages to that of 76 workers who are permanent doing similar work as different is unimaginable and understandable. Thus on a careful consideration I hold that the Management of Sailaram Copper Project of Andhra Pradesh Mining Corporation are not justified in denying to their daily rated workers monthly scale of wages and allowance on par with their regular employees.

16. Regarding the scales of pay and allowances which these daily rated workers should get, it is clear as per the claims statement and also Exs. M6 and M7 that the unskilled daily rated workers who are permanent should be given Grade IV in the scale of Rs. 290—425 basic pay; and that semi-skilled daily rated workers should be given Grade III of the permanent staff in the scale of Rs. 325—500; and the skilled daily rated workers should be given Grade II in the scale of Rs. 410—625 basic pay as is shown in the claims statement at page 3. To avoid so called financial strain, I think that the wage structure as requested by the workers should be implemented from this date of this award to avoid any problem of payment of back wages to the workers and alleged financial commitment on the management.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 13th day of November, 1985.

Sd/-

Industrial Tribunal

#### Appendix of Evidence

Witnesses Examined for the  
Workmen :

W.W. 1 A. Ravi

W.W. 2 M. Komaraiah

Witnesses Examined for  
the Management :

M.W. 1 Y. Venkayya

M.W. 2 S. C. Vardharajan

Documents marked for the Workmen :

Ex. W1 True copy of the Memorandum of Settlement arrived at under Section 12(3) of the I.D. Act 1947 at Vijayawada on 28th February, 1978, between the Management of Mailaram Copper Project, Mailaram and Andhra Pradesh Copper Mines Workers Union over a Charter of 32 demands dated 2nd December, 1977.

Ex. W2 True copy of the Strike Notice dated 5th March, 1982 issued by the Andhra Pradesh Copper Mines Workers Union to the Senior Mines Manager, Mailaram Copper Projects, A.P. Mining Corporation, Mailaram.

Ex. W3 True copy of the Settlement arrived under under Section 12(3) of the I.D. Act, 1948 before the Labour Enforcement Officer (C) Kothagudem between the Management of Andhra Pradesh Mining Corporation Limited and Andhra Pradesh Copper Mine Workers Union in the Office Mailaram Copper Project, Mailaram on 27th May, 1982.

Ex. W4 Photostat copy of the Minimum Wages Act, 1948 Revised Minimum rates of Wages for Employees in Manganese Mines.

Ex. W5 Identity Card of P. Buchem.

Ex. W6 True Copy of Revision of Pay Scales—Recommendations of the Pay Revision Commissioner, dated 17th September, 1979 from Finance & Planning (Finance Wing PRC. I) Department of Government of Andhra Pradesh.

Documents marked for the Management :

Ex. M1 Statement showing the total operating expenses for Mining and Maintenance Works for the years 1981-82 and 1983-84 of Mailaram Copper Project.

Ex. M2 Annual Report & Accounts for the year ended 31st March, 1981 of Andhra Pradesh Mining Corporation Limited, Hyderabad.

Ex. M3 Annual Report and Accounts for the year ended 31st March, 1982 of Andhra Pradesh Mining Corporation Limited, Hyderabad.

Ex. M4 22nd Annual Report and Accounts for the year ended 31st March, 1983 of Andhra Pradesh Mining Corporation Limited, Hyderabad.

Ex. M5 23rd Annual Report and Accounts for the year ended 31st March, 1984 of Andhra Pradesh Mining Corporation Limited, Hyderabad.

Ex. M6 True copy of the Existing Scale of Pay in A.P.M.C. Limited.

Ex. M7 True copy of the particulars of qualifications prescribed and possessed for technical posts.

Dated : 1-12-85.

Sd/-

Industrial Tribunal

[No. L-43011/6/83-D. III(B)]

का० प्रा० 70.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बिहार कंस्ट्रक्शन कम्पनी और ऑफ किरन्दुल स्टोन क्वेरी, बघेली, बिहार क्षेत्र के संबंधित से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है।

S.O. 70.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Messrs Central Bihar Construction Company, Owner of Kirandul Stone Quarry, Bachel, District Bastar and their workmen.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(50)/1985

PARTIES :

Employers in relation to the management of Messrs Central Bihar Construction Company, Owner of Kirandul Stone Quarry, Bachel, District Bastar and their workmen (mentioned in the schedule to the reference) represented through the Bastar Khadan Mazdoor Sangh, Kirandul, Distt. Bastar (M.P.).

APPEARANCES :

For workman.—Shri M. P. Pande.

For Management.—Shri R. J. Agarwal.

INDUSTRY : Stone Quarry. DISTRICT : Bastar (M.P.).

AWARD

Dated November 16, 1985

This is a reference made by the Government of India in the Ministry of Labour under Sec. 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication of the following dispute, vide Notification No. L-29011(3)/85-D.III(B) dated 1 June, 1985 :—

"Whether the action of the management of Messrs Central Bihar Construction Company, Bachel, Owner of Kirandul Stone Quarry in retrenching Shri Etwar Ram and 19 other workmen (as per list given below) with effect from 28th May, 1984 is legal and justified? If not, to what relief are these 20 workmen entitled?"

## List of workmen

1. Shri Etwari Ram
2. Shri Kanayya
3. Shri Sarjoo
4. Shri Delu
5. Shri Bodu
6. Shri Kanu
7. Shri Rohit Ram
8. Shri Bichendro
9. Smt. Shanti Bai
10. Smt. Bhoj Bai
11. Smt. Kalin Bai
12. Smt. Radha Bai
13. Smt. Sonsir Bai
14. Smt. Devki Bai
15. Smt. Sakti Bai
16. Smt. Sumani Bai
17. Smt. Chamtula Bai
18. Smt. Harwati Bai
19. Smt. Tulas Bai
20. Smt. Sonvati Bai.

2. The case of the workmen through the Bastar Khadan Mazdoor Sangh, Kirandul is that M/s. Central Bihar Construction Company, owner of the Kirandul Stone Quarry, Bacheli, District Bastar have illegally retrenched Shri Etwari Ram and 19 other workmen with effect from 28-5-1984 without giving a month's notice in accordance with the provision of Section 25F of the I.D. Act. Hence this reference for reinstatement with effect from 28-5-1984 with back wages.

3. The case of Central Bihar Construction Company through its owner Kirandul Stone Quarry is that the workers named in the alleged dispute, are not the members of the Union i.e. Bastar Khadan Mazdoor Sangh, Kirandul. It is not true that the management have retrenched Shri Etwari Ram and 19 others. Therefore, the question of notice and payment of compensation does not arise. Neither the workmen were retrenched nor the Union raising the dispute are authorised.

4. On behalf of the management an affidavit to this effect has been filed by Shri Ramjeevan Agarwal, Partner of the Management. The affidavit is also supported by the photo copy of the wage register that the said workers are still in employment.

5. This contention of the management further finds support by the letter of the Secretary of Metal Mines Workers Union dated 3-8-1985. He says that all the 20 labours are still working with M/s. Central Bihar Construction Company and they were neither retrenched nor laid off by the said company. The only change which has taken place is that all these 20 workers have changed their allegiance from B.K.M.S. to M.M.W.U.

6. The Union viz. the Bastar Khadan Mazdoor Sangh, Kirandul though appeared through Mr. M. P. Pande on 18-9-1985 failed to appear on subsequent date fixed in this regard. This fact further fortifies the stand of the management and the M.M.W.U. Union in the sense that if the stand of the Bastar Khadan Mazdoor Sangh, Kirandul was correct, they would have appeared and led evidence to prove their contentions.

7. For the reasons discussed above I answer the reference that the management of M/s. Central Bihar Construction Company, Bacheli, Owners of the Kirandul Stone Quarry did not retrench Shri Etwari Ram and 19 other workmen up till now. There is no question of any relief to the said workers.

Dated : 16-11-1985.

V. S. YADAV, Presiding Officer  
[No. L-29011(3)/85-D.II(B)]  
HARI SINGH, Desk Officer

